



Professional  
Custody Officer  
Services for the  
City of Garden Grove

May 8<sup>th</sup>, 2015

**Presented To:**

Sandra Segawa, Purchasing Agent  
City of Garden Grove  
11222 Acacia Parkway, Room 220  
Garden Grove, CA 92840  
RE: RFP No. S-1162 (Jail Management Services)

**Presented By:**

G4S Secure Solutions (USA) Inc.  
Brandon W. Joffe  
brandon.joffe@usa.g4s.com  
(714) 809-5936  
www.g4s.com/us



Securing Your World

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## SECTION I. PROPOSAL FORMS

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### **PROPOSAL LETTER/CETIFICATE OF ACCEPTANCE**

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Attached

### **BIDDER CONTRACTOR STATEMENT REGARDING INSURANCE COVERAGE**

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Attached

### **OPTION 1 - ATTACHMENT B – PROPOSAL PRICING FORM**

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Attached

### **OPTION 2 - ATTACHMENT B – PROPOSAL PRICING FORM**

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Attached

### **ADDENDUM 1**

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Attached

**RFP No. S-1162**

**CITY OF GARDEN GROVE**

**PROPOSAL REQUIREMENTS**

**PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE**

PROPOSER

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SANDRA SEGAWA, PURCHASING AGENT  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

The undersigned hereby submits this proposal on behalf of the above-named Proposer (hereinafter referred to as the "Company") in response to the request to Provide Jail Management and Operational Services for the Garden Grove Police Department. The undersigned hereby declares that he/she has carefully read and examined the RFP documents including the Scope of Work and anticipated Contract form, and that the Company hereby proposes to perform the services as required in the Contract.

On behalf of the Company, the undersigned agrees to provide services in accordance with the Scope of Work and Contract at the prices indicated in its Proposal Pricing Form if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution, within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The undersigned acknowledges and agrees that no binding contract shall exist between the Company and the CITY until and unless the Contract is approved by the CITY's City Council and executed by an authorized representative of the CITY.

The undersigned will also deliver to the CITY prior to the commencement of the provision of services under the Contract the necessary original Certificates of Insurance, endorsements, and/or other required insurance information. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

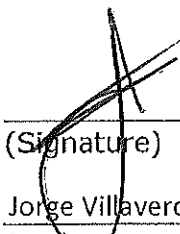
The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1 (one)

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

<u>Jorge Villaverde</u>	<u>General Manager</u>	<u>714-939-4900</u>
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof; and that he/she is legally authorized to bind the Company. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY:   
(Signature)  
Jorge Villaverde  
(Type or Print Name)  
General Manager  
(Title)  
jorge.villaverde@usa.g4s.com  
(Email Address)

Proposer's Business Address  
and Telephone/Fax Numbers:

2300 E. Katella Avenue, Suite 150  
Anaheim, CA 92806  
714-939-4900

**BIDDER/CONTRACTOR STATEMENT  
REGARDING INSURANCE COVERAGE  
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified, and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

G4S Secure Solutions (USA), Inc.

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative \*please see Section 9, submitted deviations for consideration.

Jorge Villaverde

Please Print (Name & Title of Authorized Representative)

5-8-2015	714-939-4900	jorge.villaverde@usa.g4s.com
Date	Phone Number	Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: [sandras@garden-grove.org](mailto:sandras@garden-grove.org). This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove  
Attention: Sandra Segawa:  
Purchasing Division  
11222 Acacia Parkway  
Garden Grove, CA 92840

**NOTE:** All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

**ATTACHMENT B  
PROPOSAL PRICING FORM- Page 1 of 2**

**RFP NO. S-1162**

**THIS FORM MUST BE COMPLETED AS OUTLINED BELOW AND SUBMITTED  
WITH THE PROPOSAL.**

THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications to: Provide Jail Management and Operational Services for the Garden Grove Police Department and HEREBY PROPOSE do all the work required in accordance with the Scope of Services for the sum of:

\$ Option 1 - \$556,657.92 per year, for three (3) years and in written words:

Option 2 - \$593,236.80

Option 1 - Five Hundred and Fifty Six Thousand, Six Hundred and Fifty Seven Dollars and Ninety-Two Cents.

Option 2 - Five Hundred and Ninety Three Thousand, Two Hundred and Thirty Six Dollars and Eighty Cents.

The above proposal price includes all applicable taxes for the pricing proposed in this submittal. **Note:** In case of discrepancy between the words and figures, the words prevail.

**General Terms:**

1. The Respondent understands and agrees that It will be bound by its proposal as expressed on this Proposal Pricing Form and its attachments and the proposal submitted if respondent is selected and subsequently approved by the City.
2. The request For Proposal, Proposal Pricing Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.
3. The respondent acknowledges that it has received the following Addenda:

Addenda # 1 (one)

\_\_\_\_\_

4. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.

**ATTACHMENT B**  
**RFP S-1162**  
**PROPOSAL PRICING FORM- Page 2 of 2**

5. Respondents' quoted rates shall remain in effect for not less than one hundred twenty (120) days after the Open date.

**Exceptions:**

Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to the Proposal Pricing Form. However, such exceptions or deviations may result in the rejection of your proposal.

PAYMENT TERMS: net 30

EXCEPTIONS OR \_\_\_\_\_

DEVIATIONS: \*please see Section 9, submitted deviations for consideration.

COMPANY NAME: G4S Secure Solutions (USA), Inc.

ADDRESS: 2300 E. Katella Avenue, Suite 150

Anaheim, CA 92806

TELEPHONE: ( 714 ) 939-4900 E-MAIL: jorge.villaverde@usa.g4s.com

SUBMITTED BY: Jorge Villaverde General Manager  
Name (Printed) Title

  
SIGNATURE



**City of Garden Grove**

**G4S Staffing Option 1 - Recommended Deployment**

Based on the Work Schedule provided by the City, G4S has identified 3 shifts (Wednesday Day Shift, Saturday Swing Shift, and Thursday Grave Shift) where 3 Custody Officer personnel are scheduled. The City of Garden Grove's RFP requires 2 Custody Officers scheduled 24/7. In Option 1, G4S has provided an alternate staffing model, flexing the labor schedules to maximize scheduling. This allows each assigned Custody Officer to retain a full time (40 hour) work schedule, while providing the City staffing and cost efficiencies by eliminating overlap/redundant staffing.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hours Per Week	
Custody Officer Supervisor		0600-1400	0600-1400	0600-1400	0600-1400	0600-1400		40	
Custody Officer #1		0600-1400	0600-1400	0600-1400	0600-1400	0600-1400		40	
Custody Officer #2 (Lead)	1400-0600			1400-0600	1400-0600	1400-0600	1400-0600	40	
Custody Officer #3	1400-0600			1400-0600	1400-0600	1400-0600	1400-0600	40	
Custody Officer #4 (Lead)	2200-0600	2200-0600	2200-0600			2200-0600	2200-0600	40	
Custody Officer #5	2200-0600	2200-0600	2200-0600			2200-0600	2200-0600	40	
Custody Officer #6 (Lead)	0600-1400	1400-2200	1400-2200	2200-0600			0600-1400	40	
Custody Officer #7	0600-1400	1400-2200	1400-2200	2200-0600			0600-1400	40	
Custody Officer #8 (PT)				2200-0600	2200-0600			16	
<b>Total FTE Per Day:</b>	6	6	6	6	6	6	6	336	
								<b>Total Labor Hours Per Week</b>	<b>\$ 10,704.96</b>
								<b>Weekly Cost</b>	<b>\$ 556,657.92</b>
								<b>Annual Cost</b>	

**City of Garden Grove**

**G4S Staffing Option 2 - Current Deployment**

Based on the Work Schedule provided by the City, G4S identified 3 shifts (Wednesday Day Shift, Saturday Swing Shift, and Thursday Grave Shift) where 3 Custody Officer personnel are scheduled. The City of Garden Grove's RFP requires 2 Custody Officers scheduled 24/7. In Option 2, G4S has provided an apples to apples comparison of the current staffing model as currently utilized. This schedule provides overlap (redundant) staffing 3 days a week as outlined in the "FTE (Full Time Employee) Per Day" count below.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hours Per Week	
Custody Officer Supervisor		0600-1400	0600-1400	0600-1400	0600-1400	0600-1400		40	
Custody Officer #1	0600-1400			0600-1400	0600-1400	0600-1400	0600-1400	40	
Custody Officer #2	0600-1400			0600-1400	0600-1400	0600-1400	0600-1400	40	
Custody Officer #3 (Lead)			1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	40	
Custody Officer #4	1400-2200	1400-2200			1400-2200	1400-2200	1400-2200	40	
Custody Officer #5	1400-2200	1400-2200	1400-2200	1400-2200			1400-2200	40	
Custody Officer #6	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	40	
Custody Officer #7 (Lead)			2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	40	
Custody Officer #8	2200-0600	2200-0600			2200-0600	2200-0600	2200-0600	40	
<b>Total FTE Per Day:</b>	6	6	6	7	7	6	7	360	
								<b>Total Labor Hours Per Week</b>	<b>\$ 11,408.40</b>
								<b>Weekly Cost</b>	<b>\$ 593,236.80</b>
								<b>Annual Cost</b>	



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## NOTES TO PRICING

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- G4S Secure Solutions (USA) Inc. reserves the right to review and negotiate the final terms and conditions of a Contract, if awarded.
- The rates quoted are valid for 120 days. The rates quoted will remain in effect for one year (1) year. G4S respectfully requests mutually agreed upon annual increases to the labor and non-labor rates to provide merit increases for performing personnel assigned to GGPD.
- Overtime billing rates apply when G4S personnel are in an overtime posture that results in personnel working over 8 hours per day or 40 hours per week. G4S will not bill customer for circumstances where it needs to fill a pending open shift (Eg, vacation requests, sick call offs, etc.). Overtime Rates are 1.4x the Regular G4S Hourly Bill Rate.
- G4S Bills a rates include holiday pay for services required on Holidays. G4S recognized holidays include New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and 4<sup>th</sup> of July.
- Please note that the rates quoted are based on non-union security personnel. Should our employees become represented by a union organization and G4S is required to negotiate a collective bargaining agreement, then the wages and employee benefits would be adjusted accordingly, along with our bill rates.
- Any changes to hours, scope of work, qualifications, requirements or equipment shall be mutually agreed to in writing by both parties and may necessitate a change in fee structure. In addition, the parties may negotiate annual rate increases.
- The insurance rates used in our proposal are based on our current plan design. Health care reform will likely require future changes that may impact billing rates. Guidance is still forthcoming from HHS and DOL that will inform G4S and other employers what will be acceptable for plan designs such as deductibles, annual/lifetime maximums, coinsurance, and copayments. Currently, our healthcare programs are compliant with Affordable Healthcare requirements
- G4S reserves the right to present rates for adjustment as a result of any change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws.

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: May 5, 2015

Date Effective: May 5, 2015

RFP No. S-1162

Contract: To Provide Jail Management and Operational Services for the Garden Grove Police Department

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The following questions were asked regarding the Insurance Requirements for this contract. The City's response can be found in bold and italicized font.

**Question 1:**

What is the process for requesting variances from specific insurance requirements? ***The City will review this on a case by case basis but there is no guarantee that any requirements will be waived or substituted. The City has provided the insurance requirements in the RFP document so that the proposers are given the opportunity to review them with their insurance agent/broker and be fully aware of any additional costs to them should they be awarded the contract. If the proposer is unable to meet the City's insurance requirements, it should be disclosed in their RFP so the City is fully aware of this deficiency upfront. It would also be helpful to provide samples of what the proposer will be able to provide should they not be able to meet the City's requirements in the RFP. The proposer's inability to meet the insurance requirements may be reflected in the final scoring.***

**Question 2:**

Insurance carrier's specific to a vendor or within a specific exposure class (Crime, Cyber, GL, WC) may not accept the insurance terms and/or conditions required by the RFP. In these situations, there may not be an insurance option to address the requirements within the RFP. What options are available to address this inability to meet the terms and conditions of the RFP that the insurance carrier or the insurance industry, as a class, find unacceptable or non-negotiable? ***The City will review this on a***

***case by case basis but there is no guarantee that any requirements will be waived or substituted. The City has provided the insurance requirements in the RFP document so that the proposers are given the opportunity to review them with their insurance agent/broker and be fully aware of any additional costs to them should they be awarded the contract. If the proposer is unable to meet the City's insurance requirements, it should be disclosed in their RFP so the City is fully aware of this deficiency upfront. It would also be helpful to provide samples of what the proposer will be able to provide should they not be able to meet the City's requirements in the RFP. The proposer's inability to meet the insurance requirements may be reflected in the final scoring.***

**Question 3:**

Will the City accept AM Best Rating to A- instead of A? ***Yes. The City will accept insurance that's rated by A.M. Best as A-, VII or better.***

**Question 4: (Page 25 13.D)** The City specifically requires Police Professional Liability Coverage, many E&O policies are miscellaneous and not specific to Police in which case the policy provides for coverage unless excluded. Is this acceptable for meeting the Police Professional Liability coverage section? ***Police professional liability policies provide coverage specific to this type of work. If a miscellaneous policy is provided, the policy would have to provide the same coverage as a police professional liability policies. The City may ask to see a copy of the policy or for assurances from the carrier the policy provides the coverage needed.***

Also, GL and professional liability policies cover sexual misconduct and/or molestation unless specifically excluded. Will this meet the requirements of coverage for sexual misconduct or molestation? ***The City can accept the coverage in a policy that does not specifically exclude sexual misconduct/molestation, but would require written notice from the Carrier confirming that sexual misconduct/molestation coverage is covered by such a policy. Please remember, that policy limits must be met as per the contract.***

**Question 5: (Page 25 Section H)** If the question 4 answer is "yes", Is the City's "named as an additional insured" on the GL and professional liability policies sufficient to the requirement of being named insured on Sexual Misconduct and Molestation Liability? ***If the carrier requires a separate endorsement to provide coverage, then a separate endorsement will be required. If the Carrier covers the sexual misconduct under the general liability endorsements, the City can accept that, but would require written confirmation from the carrier that the endorsements provided include sexual misconduct/molestation and that a separate endorsement is not***

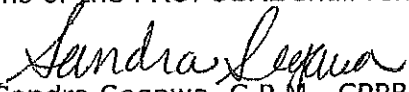
**needed. Please remember, the policy limits in contract must be met per the contract.**

**Question 6: (Cyber Security Liability)** Will the city accept a per claim/aggregate basis versus a per occurrence basis? **Yes, however if the policy is written on a claims made basis, then the claims made language in the contract will apply. The claims made policy language in the contract would apply.**

**Question 7: (Cyber Security Liability)** Additional insured status and waiver of subrogation requests are uncommon for this type of policy. If the vendor is unable to obtain additional insured status or a waiver of subrogation from the insurance carrier for the City, will the City waive this requirement? **Some carriers do provide additional insured endorsements. In the event that an additional insured endorsement could not be obtained please see the response for variances in coverage.**

**Question 8: (Crime)** Additional insured status and waiver of subrogation requests are uncommon for this type of policy. If the vendor is unable to obtain additional insured status or a waiver of subrogation from the insurance carrier for the City, will the City waive this requirement? **A loss payee endorsement should be provided for the crime policy.**

3. The contractor is hereby notified that Addendum No. 1 must be acknowledged and submitted as part of the proposal. Failure to do so could result in the City designating said proposal as "Non Responsive". All the terms and conditions of the PROPOSAL shall remain the same.

Issued by:   
Sandra Segawa, C.P.M., CPPB  
Purchasing Agent, City of Garden Grove



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## SECTION II: COMPANY DESCRIPTION

### COMPANY BACKGROUND, HISTORY AND ORGANIZATION

**Company History and Service Focus:** G4S is the world's leading security solutions group, specializing in outsourcing of business processes with clients who view security and safety risks as a strategic threat. With a long history of providing complex security solutions designed to meet the specialized needs of our customers, G4S is the premier provider of risk management and protection services to similar clients around the world. Our company focuses on the assessment of current and future risks and develops a management and technology solutions, G4S is committed to helping our clients achieve their own organizational customized security solution to minimize their impact. Offering a unique combination of personnel, project management, risk objectives – mitigating risks, controlling costs, protecting their reputation as well as critical assets and, providing a safe and secure environment for its people.



**G4S Secure Solutions (USA)** is an American security services company, and a wholly owned subsidiary of G4S plc. It was founded as The Wackenhut Corporation in 1954, in Coral Gables, Florida, by George Wackenhut and three partners (all are former FBI agents). In 2002 the company was acquired for \$570 million by Danish corporation Group 4 Falck (itself then merged to form British company G4S in 2004). In 2010, G4S Wackenhut changed its name to G4S Secure Solutions (USA) to reflect the new business model. The G4S Americas Region headquarters is in Jupiter, Florida.

**Ownership Information:** Incorporation: Florida. **Regional Headquarters in Anaheim, CA.** G4S Secure Solutions (USA) Inc. is a wholly-owned subsidiary of G4S plc, based in the United Kingdom. G4S plc is traded on the London Stock Exchange (stock symbol GFS).

**Date of Inception:** 1954 – U.S. Operations

**Annual Revenues:** Company revenue: (USA) \$1.2B



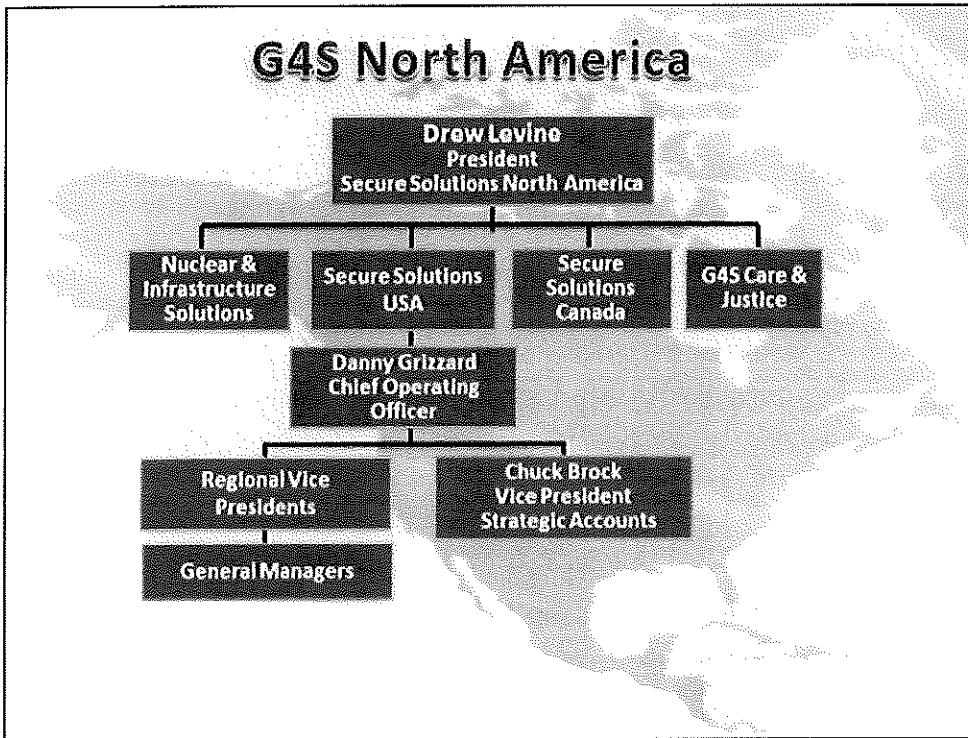
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**Company Size:** G4S has 110 local offices & approximately 38,000 employees nationwide

**Office servicing City of Anaheim:**  
G4S Secure Solutions, (USA) Inc.  
2300 E. Katella Ave, Suite 150  
Anaheim, CA 92806

**Number of Local Employees:** The above branch has approximately 600+ employees. In California, G4S employees over 3,000 employees.

**COMPANY ORGANIZATION CHART**



**G4S SECURE SOLUTIONS USA  
KEY EXECUTIVES**

- Drew Levine – President, G4S Secure Solutions - North America (1987)
- Danny Grizzard – Chief Operating Officer, G4S Secure Solutions (USA) Inc. (1993)
- Tim McCormick – Chief Financial Officer, G4S Secure Solutions (USA) Inc. (1994)
- Julie T. Payne – Chief Legal Officer, General Counsel, G4S Secure Solutions (USA) Inc. (2005)
- Chuck Brock – Vice President, Strategic Account Operations (1998)
- Kerry Colvett – Vice President, Strategic Account Sales (1996)

- Geoff Gerks – Senior Vice President, Corporate Human Resources (2013)
- Mark Tsuji – Vice President, California & Pacific Region (1992)



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## G4S ORGANIZATIONAL STRUCTURE

The Security Services Division is the major business unit of our corporation and is the division responsible for the implementation of government security service contracts. The cornerstone of the Security Services Division is the well-established network of distinct operating units within the U.S. G4S has staffed these operating units (regional, area, district, project, branch and satellite offices) with highly qualified security professionals trained to respond to a myriad of security needs and requirements. These requirements can range from the configuration of a relatively simple physical security plan to contingency planning, special events staffing, and complex, industry-specific requirements.

### WESTERN REGION

**Bob Bobo, VP**  
(O) 303.341.4433  
(F) 303.363.6030  
(C) 303.356.1209

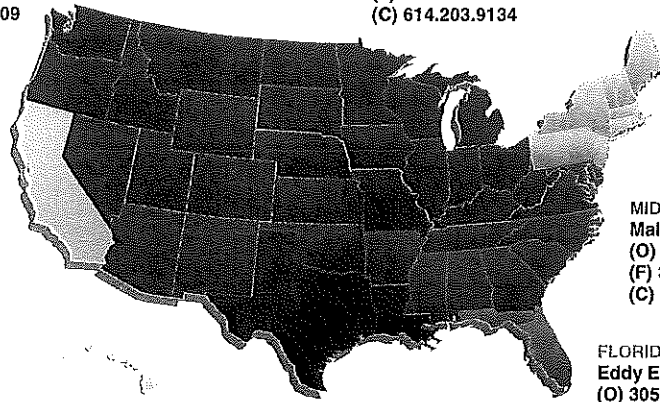
### NORTH CENTRAL REGION

**Carl Page, VP**  
(O) 614.322.5100  
(F) 614.322.5110  
(C) 614.203.9134

### NORTHEAST REGION

**Rich Amoroso, VP**  
(O) 716.633.8913  
(F) 716.633.1040  
(C) 561.568.1623

**CALIFORNIA & PACIFIC REGION**  
**Mark Tsuji, VP**  
(O) 714.939.4900  
(F) 714.939.4914  
(C) 714.206.3646



### MID-ATLANTIC REGION

**Malcolm Burchett, VP**  
(O) 336.854.3330  
(F) 336.855.8227  
(C) 336.210.6115

### FLORIDA REGION

**Eddy Esquivel, VP**  
(O) 305.266.2004  
(F) 305.261.6511

### TEXAS & LOUISIANA DISTRICT

**Chad Starwalt**  
(O) 713.621.6672  
(F) 713.621.8867  
(C) 713.359.6506

## G4S FINANCIAL CONDITION

G4S' 2014 Financial Reports are available publicly for review by Garden Grove at <http://www.g4s.com/en/Investors/2014%20Annual%20Report/>. Because of the size of the report, we have provided the above link and a short summary for ease of review.





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## SECTION III. EXPERIENCE

### EXPERIENCE & DEMONSTRATED COMPETENCE WITH GOVERNMENT CONTRACTS

G4S has extensive experience in providing a variety of government levels with professional security or custody services. From Federal, State, County and City services, we have developed the expertise to meet any challenge and the expectations of clients who depend on professional security services from a proven provider. We have been providing custody services specifically since 1992.

Of particular pride is our relationship with the Federal government as a Federal Supplier (GSA number provided if needed). **As the largest provider of security services to the U.S. Government**, G4S secures some of the nations most treasured and vital government sites. Providing proven custody and security solutions to nuclear facilities, detention facilities, transportation services, judicial center, libraries, water treatment plants, office buildings, assessment centers, transit systems, dispatch centers, airports, military facilities and locally service for such organizations as Immigration Custom Enforcement and the Southwest Border Patrol.

G4S current local government clients include:

Services to Local Southern CA Government Clients	
Agency	Services Provided
City of Los Angeles	▪ Armed/Unarmed Guard Services for 6 City Departments over 30 City locations including critical facilities for Department of Public Works and Department of Sanitation
City of Santa Ana	▪ Unarmed Guard Services for 7 City locations including City Hall, City Council Meetings and the SARTC, among others
City of Irvine	▪ Custody Officer Services for Irvine Temporary Holding Facility
City of Costa Mesa	▪ Custody Officer Services for Costa Mesa Type I Custody Facility
Moulton Niguel Water District (Laguna Niguel, CA)	▪ Unarmed Guard Services Moulton Niguel Water District facility
City of Buena Park	▪ Custody Officer Services for Buena Park Type I Custody Facility
City of Whittier	▪ Custody Officer Services for Whittier Type I Custody Facility
City of La Habra	▪ Custody Officer Services for La Habra Type I Custody Facility
City of Azusa	▪ Custody Officer Services for Azusa Type I Custody Facility



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<b>City of Arcadia</b>	▪ Custody Officer Services for Arcadia Type I Custody Facility
<b>City of Oxnard Water District</b>	▪ Unarmed Guard Services Oxnard Water District Facility
<b>City of Westminster</b>	▪ Custody Officer Services for Westminster Temporary Holding Facility
<b>City of Beverly Hills</b>	▪ Custody Officer Services for Beverly Hills Type I Custody Facility
<b>City of Redlands</b>	▪ Custody Officer Services for Redlands Temporary Holding Facility
<b>City of Rialto</b>	▪ Custody Officer Services for Rialto Temporary Holding Facility
<b>City of Bell</b>	▪ Custody Officer Services for Bell Type I Custody Facility

A representative list of some of our current and former federal government contracts is provided below:

<b>Agency</b>	<b>Contract Dates</b>	<b>Location(s)</b>
<b>Bureau of Reclamation</b>	2002 to 2009	Hoover Dam, Nevada and Arizona
<b>Bureau of Reclamation</b>	2009 to Present	Albuquerque, NM
<b>Corporation for National and Community Service (AmeriCorps)</b>	2012 to Present	Washington, DC
<b>Customs and Border Protection</b>	2006 to Present	Arizona, California, New Mexico and Texas
<b>Department of the Air Force</b>	2004 to 2010	Eglin Air Force Base, FL
<b>Department of Veterans Affairs</b>	2001 to Present	VA Regional Offices in WI, FL, GA and NM
<b>Federal Bureau of Prisons</b>	2003 to Present	Lexington, KY
<b>Federal Communications Commission</b>	2007 to Present	Honolulu, HI
<b>Federal Protective Service</b>	2002 to Present	Upstate New York
<b>Immigration and Customs Enforcement</b>	2009 to Present	California and Arizona and New York City
<b>Internal Revenue Service</b>	2004 to 2010	Memphis, TN
<b>National Marine Fisheries</b>	2011 to Present	Honolulu, HI



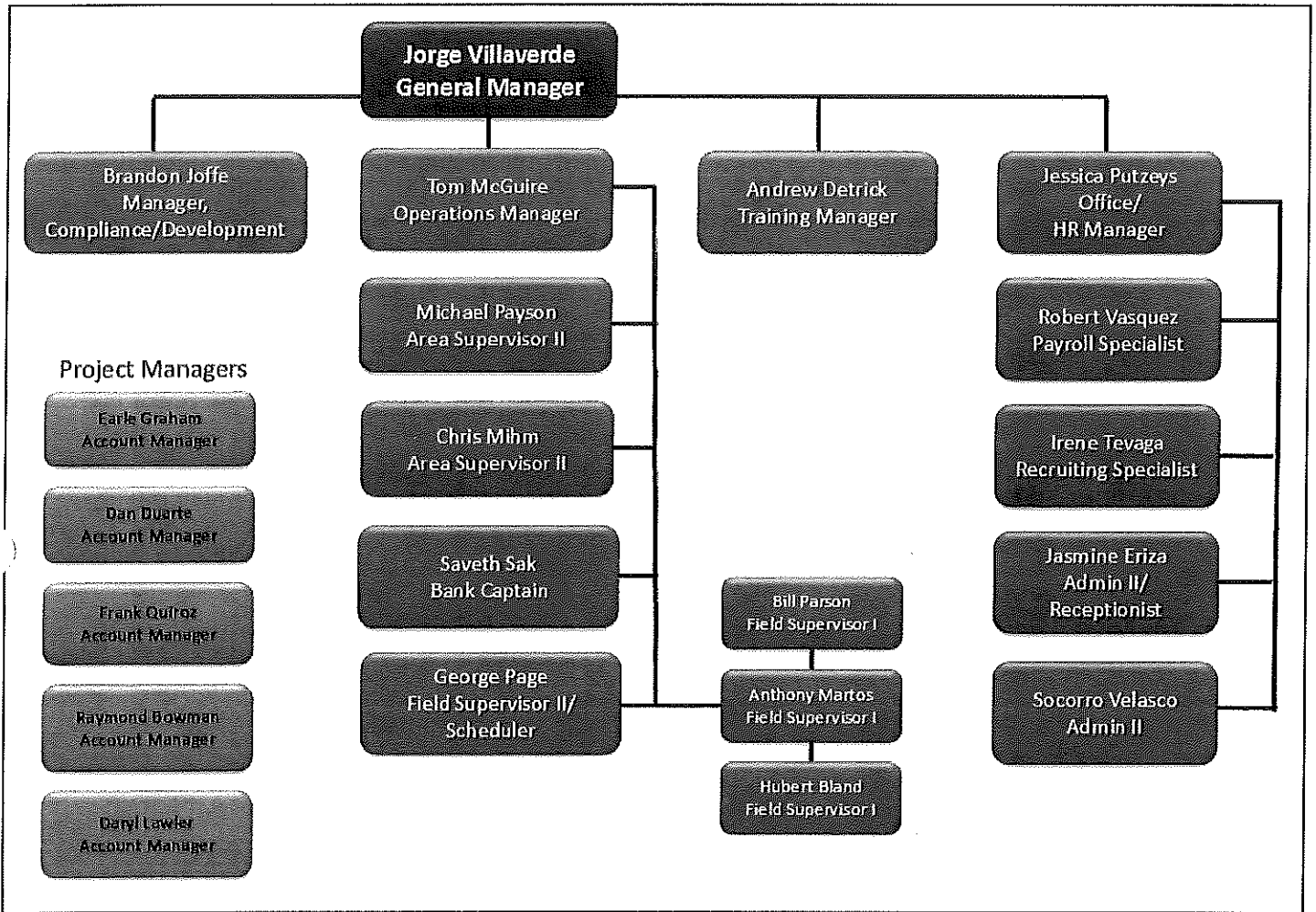
Agency	Contract Dates	Location(s)
National Park Service	2003 to 2010	Independence National Historic Park, Philadelphia, PA
National Park Service	2011 to Present	USS Arizona Memorial, Hawaii
National Park Service	2011 to Present	South of Ajo, AZ
U.S. Capitol Police	2004 to Present	Washington, D.C.
U.S. Fish and Wildlife Service	2009 to 2012	Maui, HI
U.S. Marshal Service	2002 to Present	Northern District of Virginia and Jacksonville, FL
U.S. Railroad Retirement Board	2011 to Present	Chicago, IL

### G4S ORANGE COUNTY OPERATIONS SUPPORT STAFF

The General Manager at the local area office is ultimately responsible for the delivery and management of all custody services within his/her geographic area. At the local level, the General Manager has been authorized to commit the resources necessary to satisfy contract requirements, conduct all required customer interface/inspections, and is expected to maintain the highest standards of quality. G4S Corporate policy dictates that each area office follow standardized procedures in regard to recruitment, screening, hiring, uniforming, quality, payroll, training, and administrative functions.

This standardization provides controls that ensure consistent and quality service throughout the organization. In addition, it provides a common focus, strengthens communication, enhances supervision, reduces costs, and fosters interactive relationships between the corporate and regional management teams and the area office. Further, the area office is its own profit and loss center, with the General Manager making his/her own operational and financial decisions. This means that key decisions pertaining to the day-to-day operation of the City of Garden Grove Jail account may be made immediately, at the local level. It is incumbent upon the office to maintain appropriate staffing levels that will enable us to provide the highest degree of professional service in the most cost-effective manner.

Experienced supervisory and administrative personnel support the General Manager in the day-to-day



operations of our accounts. This support includes, but is not limited to, the following:

- ◆ Client relations
- ◆ Recruitment
- ◆ Background screening
- ◆ Classroom training
- ◆ On-the-Job training
- ◆ Continuing education
- ◆ Supervision
- ◆ Inspections
- ◆ Physical security surveys
- ◆ Review/Write post orders
- ◆ Uniforming
- ◆ Equipment procurement



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Our Orange County office is vigilant in its ability to respond to our customers' needs. Therefore, it is equipped to operate 24 hours a day, seven days a week. All managers, supervisors, and selected security officers are assigned mobile communication devices. Regardless of whether contact is made with the local office during business hours or G4S's National Call Center after hours, this system allows our key personnel to instantly communicate with each other, and appropriate emergency personnel (i.e., police, fire, and emergency rescue service) as necessary.

The Orange County office will provide first-level support to City of Garden Grove. The geographic compatibility of this office to the City of Garden Grove facilities allows us to properly supervise your account, gives us knowledge of the local labor market, and gives us direct access to any additional resources that may be needed at your facility during short-notice or emergency situations. Our area office is fully licensed to conduct business in the State of California.

G4S's best-in-class status is due in large part to the skill and professionalism of our management and supervision. The following personnel are immediately responsible for delivering our promised security service to the City of Garden Grove.

#### **KEY MANAGEMENT STAFF**

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##### **MARK TSUJI**

Regional Vice President – G4S

*California & Pacific Region (Anaheim)*

Mark joined G4S in June 1992. Mark is ultimately accountable for all operations in California, including offices in Los Angeles, Anaheim, Sacramento, San Fernando Valley, San Francisco, San Ramon, San Jose, San Diego, Bakersfield, Fresno and Riverside. Mark has over 15 years of successful experience in management, training, sales, investigations and marketing within the security field. He holds a Bachelor of Science degree from San Diego State University. Mark is a member of the American Society for Industrial Security (ASIS); Building Owners and Managers Association (BOMA); Law Enforcement and Private Security (LEAPS); National Association of Chief of Police; and sits on the advisory board for Cal-State Fullerton. Mark is based out of our Anaheim, CA area office and can be reached by telephone at 714-939-4900.

##### **ROD NATALE**

Regional Operational Support Director – G4S

*California & Pacific Region (Anaheim)*



Rod joined G4S in 2008 as the California Region Operations Support Manager. Previously, Rod served for 30 years as a law enforcement officer with the **Buena Park Police Department, retiring at the rank of Captain.** In his position, Rod oversees operations support, recruitment and training support for the regions accounts. Rod earned his B.A. and M.A. in Management from California St. University, Fullerton and also served in the U.S. Air Force. Rod is an instructor at both Fullerton College (Criminal Justice) and at Calif. State University, Fullerton. Rod maintains active relationships with many law enforcement entities and is an active trainer at the Fullerton Police Academy as the Director of Firearms and Tactics and is on the Board of Chief's as an advisor to the Orange County Police Academy. He serves on the California Commission on Police Officer Standards and Training as a consultant and is on the Board of Directors at Taser International and is a nationally recognized firearms instructor for the American Pistol Institute (Gunsite) in Arizona and actively represents G4S to discuss bridging the gap between law enforcement and private security.

#### **JORGE VILLAVERDE**

General Manager – G4S

*Orange County Area (Anaheim)*

Jorge joined G4S in 1992 and has held numerous positions with the company through his 23 years of tenure with G4S, leading up to his promotion to Orange County General Manager in 2009. Prior to joining G4S, Jorge served as a Police Officer for the Ventura County Sheriff's Department and a former Police Sergeant and SWAT team member in the U.S. Army.

Jorge is ultimately responsible for the delivery and management of all services provided in Orange County. At the local level, the general manager has been authorized to commit the resources necessary to satisfy account requirements, conduct all required Customer interface/inspections, and is expected to maintain the highest standards of quality. Corporate policy dictates that each area office follow standardized procedures for recruitment, screening, hiring, uniform allocation, quality, payroll, training, and administrative functions.

#### **THOMAS MCGUIRE**

Operations Manager – G4S

*Orange County Area (Anaheim)*

Tom joined G4S Secure Solutions (USA) Inc. in 2004 and brings over thirty years of experience, responsible Security Operations and Administrative experience including staff management, planning, and coordinating, organizing and special security projects management. Tom served honorably for more than twenty years in the United States Air Force in numerous Security Forces units worldwide. Prior to G4S, Tom was assigned for five years as a Security



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Manager for a Department of Defense contract overseas.

In his day to day duties, Tom assists the General Manager in the operations of their area office to include quality assurance and contract compliance for current customers, coordinates recruiting, training and assignment of newly hired security officers that will meet the stringent G4S requirements, and is responsible for the staffing, scheduling and discipline of security officers.

Tom is a decorated combat wounded veteran and Purple Heart recipient, and a has received training and awards in the following areas:

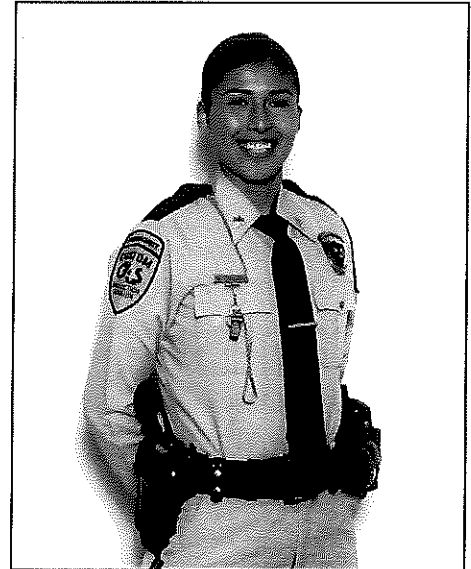
- FBI Hostage Negotiations and Crisis Management
- Intrusion Detection Systems Certification
- Total Quality Management Certification
- Custom Protection Officer (CPO) certified
- Member of the Military Order of the Purple Heart
- Military Meritorious Service and Commendation Awards

#### **CAMILLE BANGAYAN**

Director of Administration – G4S

*California & Pacific Region (San Diego)*

Camille joined G4S in 2003 and has held a number of administrative support positions including; accounting supervisor, payroll manager, and office manager. In her position, Camille is responsible for recruiting and professional development efforts, background investigations, employee relations, insurance administration, EEOC, Cultural Diversity, corporate policy administration and compliance with applicable state and federal laws. Camille has earned a certification in Human Resources Management from Chapman University.



## SECTION IV. SCOPE OF WORK

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### PROPOSED CUSTODY OFFICER PROGRAM

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Based on the environment and competency required to professionally operate the risk inherent within a Temporary Holding facility, we are proposing our highest level of Officer, G4S' Custom Protection Officer® (CPO) program for Custody Officer Positions within the Garden Grove PD Jail.

G4S' Custom Protection Officer® Program provides the right level of officer skills and expertise for your Custody Officer skill sets. Through G4S' extensive selection and training, our officers provide the best privatized substitute for law enforcement the industry can offer. Their appearance, attitude and performance provide the professionalism you expect. We've chosen our CPO program for your situation because your:

- ✓ Requirements require skilled, competent and physical protection.
- ✓ Premises demand a strong physical security presence & positive image.
- ✓ Officer must show good judgment, make independent, on-the-spot decisions & react appropriately under stressful conditions.

### CUSTOM PROTECTION OFFICER® QUALIFICATIONS

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Our officers are recruited from a unique labor pool, different than typical commercial security officers. In addition to the basic qualifications required of all G4S officers, to become part of our premier corps of security professionals, all candidates must meet at least one of the following qualifications:

#### **Custom Protection Officer® (CPO) Required Qualifications:**

- ✓ Service in the Elite Military Forces, Military Police or combat arms
- ✓ Law Enforcement Experience
- ✓ Graduate of Police/Corrections Academy
- ✓ Criminal Justice Degree
- ✓ Career Military





**Additional Basic Qualifications**

G4S will only consider personnel that meet G4S' minimum qualifications. All new hire personnel will meet the following qualifications for employment:

- ✓ Must be at least 21 years of age
- ✓ Must be a U.S. citizen
- ✓ Must possess a Social Security Card approved by the Social Security Administration
- ✓ Must possess a State Driver's License with a safe driving record for the past five years
- ✓ Must be fluent, both orally and in writing, in English or another required language
- ✓ Must possess excellent communication and people skills
- ✓ Must possess a high school diploma or equivalent
- ✓ Must be trained and licensed (where applicable) in accordance with state requirements
- ✓ Must have been honorably discharged if served in a branch of the military service
- ✓ Must not have been terminated from previous employments for other than honorable circumstances
- ✓ Must possess basic computer skills and/or security systems knowledge
- ✓ Must be able to withstand physical demands of the position
- ✓ Must be able to interpret and apply rules, regulations, policies, etc.

**COMPREHENSIVE BACKGROUND CHECKS**

G4S understands the importance of maintaining a high level of performance of all Custody Officer personnel. We understand that personnel will be responsible for interacting with a variety of inmate personalities.

In order to verify the applicant's required standards and overall character, G4S will conduct a preliminary background investigation on all new Custody Officer applicants before submitting the applicant to the City for suitability determination.

The following table describes our preliminary background investigation process for all new hire personnel assigned to the Courts contract:

**G4S Custom Protection Officer, Background Screening Processes**

Screening Element	Description
Identity Verification	G4S initiates a social security number confirmation trace to validate the name(s) and addresses provided. This portion of the screening process also includes a check against the Specially Designated Nationals (SDN) and Blocked Persons list maintained by the



Screening Element	Description
	Office of Foreign Assets Control (O.F.A.C.), which puts G4S in compliance with the Patriot Act and the Trading with the Enemy Act. Our system updates the list daily to ensure that all new hires are screened against the most current lists.
Employment & Education Verification	G4S verifies all activity, including prior employment and/or education for the last seven years. Periods of unemployment lasting 60 days or more are also verified. This may include character references from non-related individuals.
Criminal Records Check	G4S conducts a county of residence criminal record check for all residential addresses provided for the last seven years. Where statewide criminal record checks are available, G4S submits a request to the appropriate state agency. In addition, a multi-jurisdictional search of criminal database records is conducted that covers Courts, correctional departments, departments of parole, and sex offender registries nationwide.
Driver's License Check	G4S initiates a check of the applicant's driving record through the state department of motor vehicles. This would reveal all traffic violations, driving-related offenses, and substantiate a valid operator's license.
Credit Report	G4S initiates a credit check to determine if the applicant is financially responsible.
Drug Screen	All applicants undergo a 10-panel urinalysis test conducted by an independent drug-screening clinic. Applicants are sent to a collection location where a sample is collected and sent to a lab. The lab sends the results to our drug screening coordinator, who forwards the results to the local office. Chain-of-custody forms are used to ensure testing integrity. Due to the importance of this component of the hiring process, G4S has contracted with Quest Diagnostics to provide drug screens on a national basis.
MMPI	Physiological Exam
Physical Exam	Prior to submitting a new applicant for a Custody Officer position, a medical exam will be conducted by a licensed physician to determine if the applicant is physically suited to perform the duties related to being a Custody Officer and is able to withstand the physical demands of the position.

**Only 1 out of 10 CPO candidates successfully pass our screening and are hired**

G4S has reviewed the City of Garden Grove's Request for Proposal for Custody Officer Service including all related exhibits and the sample contract and has a full understanding of the City of Garden Grove Police



Department's expectations for partnering with a professional contractor to provide Jail Service support. The Garden Grove PD jail is a Temporary Holding Jail Facility that sees an average of 6000-6400 arrestees annually. G4S currently works within several other Temporary Holding and Type I facilities in Southern California and specifically, the Orange County area. Below are brief summaries of each Scope of Work section and our understanding of work and objectives to be accomplished.

### **Recruitment**

G4S will fulfill all personnel requirements outlined in your RFP and fulfill these requirements by explicitly recruiting both male and female custody personnel from our Custom Protection Officer Division (please see more information in Staffing Section of our proposal) for assignment at GGPD. We understand that this is an important requirement for the department in order to allocate departmental resources appropriately.

### **PERSONNEL AND SCHEDULING**

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G4S will staff the Garden Grove Police Department's Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City. G4S will fulfill all scheduling requirements outlined in the RFP. G4S will provide the City of Garden Grove with no less than two custody officers per shift, per day. G4S will also provide a Supervising Custody Officer for responsibilities including scheduling, operational fulfillment and the acting, day-to-day, on site customer liaison for G4S and the City. G4S will start the project staffing 8 hour shifts. A sample of both proposal scheduling options is outlined below:



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City of Garden Grove G4S Staffing Option 1 - Recommended Deployment								
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hours Per Week
Custody Officer Supervisor		0600-1400	0600-1400	0600-1400	0600-1400	0600-1400		40
Custody Officer #1		0600-1400	0600-1400	0600-1400	0600-1400	0600-1400		40
Custody Officer #2 (Lead)	1400-0600			1400-0600	1400-0600	1400-0600	1400-0600	40
Custody Officer #3	1400-0600			1400-0600	1400-0600	1400-0600	1400-0600	40
Custody Officer #4 (Lead)	2200-0600	2200-0600	2200-0600			2200-0600	2200-0600	40
Custody Officer #5	2200-0600	2200-0600	2200-0600			2200-0600	2200-0600	40
Custody Officer #6 (Lead)	0600-1400	1400-2200	1400-2200	2200-0600			0600-1400	40
Custody Officer #7	0600-1400	1400-2200	1400-2200		2200-0600		0600-1400	40
Custody Officer #8 (PT)				2200-0600	2200-0600			16
Total Hours Per Week:								<b>336</b>
<b>Total FTE Per Day:</b>	6	6	6	6	6	6	6	

City of Garden Grove G4S Staffing Option 2 - Current Deployment (Apples to Apples)								
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Hours Per Week
Custody Officer Supervisor		0600-1400	0600-1400	0600-1400	0600-1400	0600-1400		40
Custody Officer #1	0600-1400			0600-1400	0600-1400	0600-1400	0600-1400	40
Custody Officer #2	0600-1400	0600-1400	0600-1400	0600-1400			0600-1400	40
Custody Officer #3 (Lead)			1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	40
Custody Officer #4	1400-2200	1400-2200			1400-2200	1400-2200	1400-2200	40
Custody Officer #5	1400-2200	1400-2200	1400-2200	1400-2200			1400-2200	40
Custody Officer #6	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600			40
Custody Officer #7			2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	40
Custody Officer #8	2200-0600	2200-0600			2200-0600	2200-0600	2200-0600	40
Total Hours Per Week:								<b>360</b>
<b>Total FTE Per Day:</b>	6	6	6	7	7	6	7	



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### **Background Checks**

G4S has reviewed all requirements specified of your RFP, "Employee Background Checks", and has no reservations to fulfilling these requirements. G4S standard background checks outlined within the RFP, match or exceed these requirements.

### **Training**

G4S can meet and exceed all training requirements outlined in "Orientation and Training". G4S understands that the City of Garden Grove's jail facility is designated as a Temporary Holding Facility and all officers will already have, or will complete Court and Temporary Holding Facilities (Title 15 1024) within 1 year of assignment. This also includes all required G4S internal pre-assignment training, First Aid/CPR Training, 80 hours of on-site Orientation, On-the-Job Training as deemed appropriate by GGPD and G4S, and annual recertification Title 15 1024 Training (8 hours).

### **Transportation**

The Garden Grove PD RFP also indicates that contract personnel will be responsible at times for facilitating arrestee transportation. G4S is also familiar and experienced with this type of work, handling transportation needs for a number of our local police department clients. Transportation includes services in department vehicles to and from the Orange County, Los Angeles County, San Bernardino County and Riverside County Jails and pickups/drop offs at local hospital of inmates at times. G4S has no reservations about facilitating arrestee transportation services for the City upon review of current policy and procedures. Vehicles must be provided by the City and meet all Security Standards indicated within State Statute's for transporting inmates.

### **Compliance**

It is G4S' experience in our everyday operations at current police department jail facilities which we are contracted with, to operate as a Jail Facility and in compliance with State statute 6031.6 CPC, which mandates privately operated jails, under contract to public entities 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 of Chapter 1 of Division I of Title 15 CCR. Our operation if selected by the City of Garden Grove would also be in full compliance.



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## SECTION V. TRAINING & TRANSITION

### G4S' NORTH AMERICAN TRAINING ACADEMY

G4S' CPOs assigned as Custody Officers will receive world-class training developed by our G4S North America Training Institute, which was the first training organization to pursue ISO 9001:2008 registration in the security guard industry. Training is more than our core competency; it's G4S's area of excellence. Our award winning training programs have been developed for our Custom Protection Officer® (CPO) which are then customized to meet your individual needs.

From 2007-2014, the G4S North America Training Institute was named one of Training Magazine's Top 125 employer-sponsored training programs and was awarded the APEX 2008 Award of Excellence in the Multimedia & Interactive Publications category.



**The G4S North America Training Institute is ISO 9001:2008 registered.**

### CUSTODY OFFICER TRAINING PROGRAM FOR GGPD

Upon successful completion of the background investigation, each Custom Protection Officer® (Custody Officer) will receive over 30 days of training before running the post on its own. This required training exceeds all industry and state of California standards and includes the following:

- ✓ Title 15 1024 Training: 8 hours (included in G4S Hourly Rates)
- ✓ G4S Pre-Assignment Classroom Training: 40 hours (included in G4S Hourly Rates)
- ✓ Garden Grove PD On-the-Job Training (OJT): 80-160 hours (first 80 hours included in G4S Hourly Rates)
- ✓ Annual Refresher Training: 24 hours (+ Title 15 1024 recertification) (included in G4S Hourly Rates)

#### **Site-Specific Training**

In addition to above classroom training and required Title 15 training, assigned personnel will receive a minimum of 80 hours of site specific Orientation as specified in the GGPD RFP and, on the job training, as determined by



G4S and GGPD. This pre-service training will be under the direction of G4S and the City of Garden Grove Jail Manager and will consist of site specific training as approved by the Garden Grove PD representatives. Programs will consist of items specific to the operation of the account. After completing the training program the site supervisor or training manager will sign the employee's training record and add the officer's name to the roster of officers that have completed the training program and are eligible to work at the site.

## **ONLINE LEARNING MANAGEMENT SYSTEM**

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### ***G4S' Online Learning Management System***

G4S' Learning Management System (LMS) will be utilized as one of our training delivery methods, in addition to classroom instruction, self-study, briefings, exercises and drills, hands-on field instruction, and other methods as appropriate.

Through our easy-to-use Learning Management System (LMS), your G4S Officers have 24/7 access to hundreds of self-service online training programs from any computer with Internet access at <http://myg4straining.com>. The LMS is a secure, on-line training system with over 200 learning programs. It is managed by NATI and continually being updated with new courses. After each course is successfully completed, employees receive a certificate of completion and their training record is automatically updated with the course title, date and time the course is completed.

Officers can take courses 24/7 at their convenience to improve their skills and enhance their professional development. Current online learning resources include: interactive security training modules, management skills programs, Microsoft Office training courses, and safety courses.

## **SPECIALIZED AND VALUE-ADDED TRAINING**

In addition to the training programs outlined above, G4S provides personnel with optional or value-added training opportunities at no additional labor cost as an investment in our employees' career development, some of which qualifies for college credit. We also offer Supervisory Development Training programs. Making this training available provides greater job satisfaction, retention, and professionalism.

### **Documentation & Reporting**

The completion of all G4S training is documented and available upon request. Further, most can be viewed online through G4S Insight, your secure web portal, with the exception of site-specific training programs. Training compliance is also reported during business review meetings with your area representatives.

### **Training – In Summary**

G4S' training programs are unrivaled in the industry, and we have the expertise and resources to meet all of the Garden Grove's training requirements and respond to specialized training needs as the situation requires. In addition to producing an atmosphere where G4S security personnel understand the company's values and



objectives, we will also work with the Garden Grove to support your core initiatives and provide the best possible training to help you achieve your goals and maintain quality of service.

## **DEVELOPMENT & COMMUNICATION**

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### **Training for Success & Career Development**

G4S will provide trained instructors, curricula, lesson plans, audio-visual aids, online learning programs and platform training expertise to support security operations at your location. These training resources will be provided by our ISO-registered North America Training Institute (NATI).

G4S' investment and commitment to training officers and career development is seen in the following:

- Only security company with training programs certified by American Council on Education (ACE)
- Numerous winner of Training Magazines' Top 125 Award
- Dedicated corporate training staff
- College accredited courses
- Training publications
- Customized training programs
- Certified field trainers nationwide to support local operations
- Provides training to governmental clients, proprietary firms & other security companies on contractual basis
- American Heart Association Corporate Training Center for First Aid/CPR/AED Certification

NATI and G4S' Human Resources Department are ISO 9001:2008 registered for "The Design, Development, Management and Administration of Human Resources/Training Services," a testament to our focus on personnel development and the high quality training services provided.

### **Meaningful Communication: Listening & Sharing**

G4S will actively seek officers' comments, input and assess their satisfaction in a comprehensive manner. We will do this through:

- Active listening skills by our supervisors in their daily interactions with officers





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- G4S' Safe2SaySM - our anonymous hotline
- G4S' Anything2SaySM - our telephonic exit interview process
- G4S' annual employee engagement survey

G4S will keep our officers informed of their individual and team performance at your location, as well as the appropriate developments within your firm, industry, G4S and as required by agency regulations. We will do this through various channels, including:

- Supervisor to employee dialogue
- Manuals
- Post Orders
- Focus publications (continuing education publications)
- G4S Career Center website
- Scheduled meetings
- Pay stub attachments & payroll stuffers
- Posters
- G4S News (company publication focused on employee recognition)
- Safety Matters (monthly safety newsletters)



**TRANSITION SCHEDULE**

G4S has extensive experience in assuming contractual security responsibility from other security organizations, as well as in-house municipality forces, with a minimal amount of impact upon client operations and affected personnel. Typically our transition timeline is about 30 days, however, with the unique training required to manage a Temporary Holding facility, G4S typically request 60 day transition timeline.

The following is a high-level overview of our plan:

TASK	8	7	6	5	4	3	2	1	SERVICE STARTS
Contract award									



Meeting of G4S Management Team and Garden Grove PD Jail Leadership Team	█			█		█		█	
Set timetables, tasks, define expectations, define roles	█								
Begin recruitment of new and/or existing personnel	█	█							
G4S Interview Custody personnel		█	█						
Garden Grove PD Meet and Approval of personnel		█	█						
Conduct background investigations									
Offers of employment									
Conduct surveys				█					
Review/Write post orders				█					
Provide G4S Classroom Training				█	X				
Order and Issue uniforms/equipment						█	█		
Create master schedules/assign personnel						█	█		
On-the-job training							█	█	
Final Review of Post Orders, Procedures, Personnel Files							█	█	
Place equipment/forms								█	
Contract commences									█
Contract compliance/quality control									

**PROJECT OBEJECTIVES AND TASKS**

Upon contract award, as part of the transition and startup process, our office staff will initially meet with City of Garden Grove’s designated representative(s) to review contract requirements for the job. We will also conduct a physical security survey of the jail facilities, review any current operating procedures and discuss staffing as it pertains to incumbent personnel.

Soon after the initial meeting, we will hold weekly conference calls to discuss our findings and provide a forum



to discuss any undocumented or unobserved job specifications. We will also take this opportunity to ensure there is no disconnect between the level of service to be contracted and City of Garden Grove's expectations. These expectations will help define the operating plan, we will communicate them to the entire security team in training sessions, and our supervisors continue this communication on an ongoing basis.

## **GENERAL TASKS TIMETABLE**

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### **Week 1:**

- Start-Up Team - designed for the transition of services at your facilities our team will meet with your representatives to discuss transition details, philosophy and approach..
- Recruit New Personnel - A recruitment effort will be initiated as necessary to fill any remaining positions. Sources include, but are not limited to the use of G4S's on-line recruitment center ([www.g4s.com/us](http://www.g4s.com/us)), employment action logs, applicant files, employment services, current employees, as well as friends and relatives. Our recruiting for your account will focus on individuals with relevant experience.

### **Week 2-3:**

- Interview/Select Personnel – G4S management will interview all personnel and ask each employee to elaborate on information contained in the application and related documents, including the background investigation consent forms. The interviewers will ensure all questions are answered completely, all documents are signed where required, witness signatures where required, and collect, copy and return documents, i.e., licenses, I-9 documentation, DD 214, etc. Additionally, personnel screened and selected by G4S will be sent to the department for a meet and greet to allow for pre approval of the candidates to be assigned to the facility.
- Conduct Background Investigations - Human resources specialists will ensure all required releases for investigations of prior employment, driving record and criminal history have been signed and witnessed before initiation of any inquiries. Prior employers, DMV, personal references, police record sources, etc. will be contacted to verify information given in the application or if necessary to determine employment eligibility.
- Offers of Employment - The human resources specialists will ensure offers of employment are made to only those individuals who meet all qualifications. These individuals will have successfully passed all steps of the employment process, including the background investigation, and will be eligible for continuation in the processing phase.



- Conduct Surveys – G4S Operations Management will conduct a physical security survey of your facility, buildings, grounds, etc., covered by the contract. It will also include the current security measures, including physical security coverage, lighting, fencing, access control, key control, post orders, etc. In addition, it will provide specific recommendations for improving the security program, i.e., reduction/increase in hours of coverage, manpower, lighting, access measures, etc.
- Review/Write Post Orders - G4S Operations Management will work with contract personnel to review and design post orders (general, specific and emergency orders) for each post based on your security plan. The supervisors, training officers or other individuals in a training role will use the post orders while conducting on-the-job training. Additionally, a checklist of post activities will be developed for the post orders and used by the supervisor or other G4S representative conducting post inspections to test the knowledge and skills of the assigned personnel.

**Week 4-5:**

- G4S Classroom Training - The training specialists will implement the training program and plan as designed by the G4S North America Training Institute (NATI). This training will incorporate Garden Grove PD required training and G4S required CPO training. The training material will be consistent with the knowledge, skills and abilities necessary to perform their general responsibilities.

NATI uses lesson plans in a variety of subjects and languages as well as self-study student workbooks utilized worldwide.

**Week 6:**

- Create Master Schedules - An Installation Schedule will be completed covering post hours, number of personnel at each post, etc. The schedule serves as a worksheet for entering information into the computerized scheduling system. The system includes the information contained in the Contract Master related to pay and billing information. The installation schedule will be prepared as far in advance as practical so that employees will be aware of their work schedule and days off.
- Order Uniforms/Equipment - G4S has a computerized, on-line order entry system for the purpose of expediting accurate uniform, equipment and supply orders direct from the G4S warehouse and pre-approved vendors. This system reduces the cost of items due to our sole source buying and pre-approved item selection and packaging. Supplies, uniforms and equipment are shipped on request and available within necessary timeframes. The operations specialists will be responsible for ordering uniforms, equipment and supplies. Uniforms will be ordered and issued with adequate time for alterations.

**Week 7:**



- Issue Uniforms/Equipment - As uniforms and equipment are issued, accountability is recorded on the G4S individual Uniform and Accessories Record, which includes number of issue, item, date of issue, employee's signature and initials, and witness signature. We will use this form to document any returned, reissued or, as required, any newly issued item.
- Assign Personnel to Schedules - In every case possible, employees will be assigned to schedules that are suited to their personal background, personality, appearance, and desires, thereby contributing to a higher level of personal performance through motivation.
- Orientation Training – As determined by GGPD.

**Week 8:**

- Place Equipment/Forms on Post - Equipment, forms and supplies to be assigned to a specific post will be identified, tagged, sorted and assigned to the first individual assigned to the post on the day of contract commencement.
- Orientation Training – As determined by GGPD.

**Week 1 – Contract Period:**

- Contract Commences - In addition to manning each post, G4S management will be present for contract commencement to ensure a smooth transition and handle any contingencies that may arise.
- On-The-Job Training - After employment and post assignment, on-the-job training will be conducted with all newly assigned employees and for all those incumbent personnel changing post responsibilities. This on-the-job training will be conducted by the training specialists designated by the City of Garden Grove familiar with the post and its responsibilities.



City of  
**BUENA PARK**

OFFICE OF COREY S. SIANEZ  
CHIEF OF POLICE

March 2, 2015

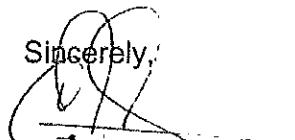
To Whom It May Concern:

Since January 2013, the Buena Park Police Department has utilized the services of G4S Secure Solutions to manage operations in our Type 1 jail facility. From the feedback I've received, G4S has done an exemplary job, with no issues. This organization has professional, well-trained Protection Officers, who represent the quality standards of our City. They are fully capable of handling an array of functions such as booking, fingerprinting, DNA gathering, cell checks and much more.

The Buena Park Police Department would recommend the services of G4S Secure Solutions for any agency considering jail custody needs.

Should you have any questions, please feel to contact me at (714) 562-3910, or email at [csianez@bppd.com](mailto:csianez@bppd.com).

Sincerely,



Corey S. Sianez  
Chief of Police

CSS:cm



# CITY OF COSTA MESA

P. O. BOX 1200, CALIFORNIA 92628-1200

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FROM THE OFFICE OF THE CHIEF EXECUTIVE OFFICER

March 5, 2015

To Whom It May Concern:

Since February 25, 2014, the City of Costa Mesa Police Department has utilized the services of G4S Secure Solutions to manage operations in our Type 1 jail facility. From the feedback I have received, G4S has done an excellent job and I appreciate their willingness to be flexible and responsive. This organization has professional, well-trained protection officers, who represent the quality standards of our City.

Should you have any questions or would like to discuss further, please contact me at (714) 754-5328 or email at [Thomas.Hatch@costamesaca.gov](mailto:Thomas.Hatch@costamesaca.gov).

Sincerely,

Thomas R. Hatch  
City CEO  
City of Costa Mesa

# IRVINE POLICE DEPARTMENT

IRVINE POLICE DEPARTMENT • ONE CIVIC CENTER PLAZA  
P.O. BOX 19575, IRVINE, CALIFORNIA 92623 - 9575 • (949) 724-7000  
Internet: <http://www.irvinepd.org> • E-Mail: [apm@irvinepd.org](mailto:apm@irvinepd.org)



David L. Maggard, Jr.  
CHIEF OF POLICE

March 12, 2015

To Whom It May Concern,

This letter is to confirm that G4S Secure Solutions (USA) Inc., formerly doing business as The Wackenhut Corporation, has been contracted to perform Custody Facility services for Irvine Police Department since 1999.

In our time working with G4S, General Manager Jorge Villaverde and Operations Manager Tom McGuire have been very responsive to our department's needs. They have provided dedicated, professional staff who provide 24/7 coverage in our temporary holding facility.

Should you have any questions, please contact me at (949) 724-7094 or by email at [jkaiser@cityofirvine.org](mailto:jkaiser@cityofirvine.org).

Sincerely,

A handwritten signature in black ink, appearing to read "JKaiser".

Jennifer Kaiser  
Business Services Administrator  
Irvine Police Department



# LOS ANGELES POLICE DEPARTMENT

**CHARLIE BECK**  
Chief of Police



**ERIC GARCETTI**  
Mayor

P. O. Box 30158  
Los Angeles, Calif. 90030  
Telephone: (213) 978-4660  
TTY: (877) 275-5273  
Ref #: 18.2.4

April 13, 2015

To whom it may concern:

This letter is in response to the G4S Secure Solutions (USA) Inc. (G4S) request to confirm that G4S has been contracted to perform security guard services for the City of Los Angeles.

As the second largest city in the United States, the City of Los Angeles and the Los Angeles Police Department (LAPD) require the services of professionally trained and managed private security officers of the highest caliber to protect dozens of critical City sites across 500 square miles of its territory.

In 2012, the City of Los Angeles undertook a thorough bidding process to identify professional security firms to support security needs of the City. After a comprehensive evaluation by the panel of representatives from different City departments, G4S and three other firms were awarded the security guard services contracts to staff over seventy locations of the City.

G4S began providing services to the City of Los Angeles and LAPD in 2013. G4S provides armed, unarmed, field supervisors and 832 PC-Qualified officers for fixed posts, bicycle, vehicle and foot beat patrols. The field supervisors drive company vehicles conducting inspections of every post, every day, and every shift.

The company utilizes the Guard Tour Management System for accountability and reporting. In the two years since contracting, G4S deploys approximately 70 Security Officers at over 25 locations for several City entities, such as:

- Housing and Community Investment;
- Public Works;
- Recreation and Parks (including the Pershing Square Park);
- El Pueblo de Los Angeles Historical Monument;
- Libraries;
- Police and;
- Bureau of Sanitation.

The local G4S management staff including, General Manager Keith Boles and Los Angeles Service Account Manager Quintin Ridley are responsive, professional and adaptive to emerging needs of the City and its requirements for professionally contracted services.

If you have any questions, or would like additional information please contact Dawn Eck, Senior Management Analyst II, Officer in Charge Administration Section, Security Services Division, at (213) 978-4678.

Very truly yours,

CHARLIE BECK  
Chief of Police



GINA A. SANDERS, Captain  
Commanding Officer  
Security Services Division



# Whittier Police Department

*Quality People - Quality Service*

Serving the Communities of Whittier and Santa Fe Springs

February 27, 2015

Jorge Villaverde  
General Manager, Orange County Office  
G4S Security Solutions  
2300 E. Katella Ave. Suite 150  
Anaheim, CA 92806

Jorge:

I am writing a brief letter to say thank you for the ongoing service and support you and G4S have provided to the Whittier Police Department through our jail services agreement. We are in the midst of our ninth year of with your company, and we do so with the staffing of our jail at full complement including a wonderful Jail manager.

We have appreciated an evolving and improving level of service from the G4S jail staff over the years of the contract. Most importantly our officers have developed a strong relationship with G4S jail staff which has made them part of the family and fabric of our Department. Your jailers represent us well. Each year our jail facilities pass the annual inspections with great praise from the inspectors and much of that praise belongs to the G4S staff. I have found that the Jail Manager position is pivotal to this collaborative effort.

The Whittier Police Department looks forward to an ongoing positive working relationship with G4S as we move into another contract period in July. I know that we all have a shared interest in operating a safe and secure jail. Thank you for your part in facilitating this ongoing relationship.

Sincerely,

A handwritten signature in black ink that reads 'Kent Miller'.

Lt. Kent Miller  
Administrative Lieutenant  
Whittier Police Department

MAYOR  
Miguel A. Pulido  
MAYOR PRO TEM  
Vincent F. Sarmiento  
COUNCILMEMBERS  
Angelica Amezcua  
P. David Benavides  
Michele Martinez  
Roman Reyna  
Sal Tinajero



CITY MANAGER  
David Cavazos  
CITY ATTORNEY  
Sonja R. Carvalho  
CLERK OF THE COUNCIL  
Maria D. Huizar

## CITY OF SANTA ANA

20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702  
714-647-6900  
[www.santa-ana.org](http://www.santa-ana.org)

March 19, 2015

To Whom It May Concern:

G4S Secure Solutions has provided professional security services to the City of Santa Ana since 2011. Services include security for a variety of critical city locations including City Hall, City Council Meetings, City's Corporate Yard, Main Library, Newhope Library, the Santa Ana Zoo, Centennial Park, and the Santa Ana Regional Transit Center (SARTC).

After a thorough, multi-departmental panel evaluation in 2011, the City selected G4S as its security partner due to its decades of expertise within the transit security environment and because of its depth of experience in providing highly qualified and professional security officers through its Custom Protection Officer program for critical security positions within the City. The City of Santa Ana contracts with G4S to provide Custom Protection Officer services 24 hours a day, 7 days a week at the SARTC, during business hours at Santa Ana City Hall and for presence during City Council Meetings.

In our daily operations, the G4S Custom Protection Officers assigned to the City Hall and the SARTC are professional, deliver a high level of customer service, and work cooperatively with management, tenants, and law enforcement agencies to ensure the safety and security of employees, travelers, visitors, and the general public. Officers respond and report on a wide variety of incidents including emergency response, medical issues, property damage, theft, lost or stolen items, patron complaints and assistance, parking enforcement, loitering, maintenance issues, unsafe conditions, suspicious vehicles or packages, and enforcing access control protocols for the facility. Incidents are reported and delegated to City staff through G4S's Secure Trax reporting technology, allowing for real time notifications of incidents when they occur.

Additionally, G4S local office management staff, Jorge Villaverde and Brandon Joffe, is experienced, knowledgeable and responsive to our changing needs or requirements. Overall, G4S's Custom Protection Officer Service has made a notable positive difference in the security program at the City Hall, the SARTC and other City locations. If you have any questions, please feel free to contact me at (714) 647-5200 or [aflores@santa-ana.org](mailto:aflores@santa-ana.org) and I would be happy to assist you further.

Sincerely,

Alma Flores  
Senior Management Assistant

### SANTA ANA CITY COUNCIL



Miguel A. Pulido Mayor <a href="mailto:mpulido@santa-ana.org">mpulido@santa-ana.org</a>	Vincent F. Sarmiento Mayor Pro Tem, Ward 1 <a href="mailto:vsarmiento@santa-ana.org">vsarmiento@santa-ana.org</a>	Michele Martinez Ward 2 <a href="mailto:mmartinez@santa-ana.org">mmartinez@santa-ana.org</a>	Angelica Amezcua Ward 3 <a href="mailto:aamezcua@santa-ana.org">aamezcua@santa-ana.org</a>	P. David Benavides Ward 4 <a href="mailto:dbenavides@santa-ana.org">dbenavides@santa-ana.org</a>	Roman Reyna Ward 5 <a href="mailto:rreyna@santa-ana.org">rreyna@santa-ana.org</a>	Sal Tinajero Ward 6 <a href="mailto:stinajero@santa-ana.org">stinajero@santa-ana.org</a>
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Securing Your World

## SECTION VI. LOCAL REFERENCES

### G4S Secure Solutions (USA) Southern California Jail and Custody Services

<p><i>Department of Homeland Security</i></p> <p><b>US Customs and Border Protection (CBP)</b></p> <p><b>Size:</b> 14,000 Hours per Week 350 Officers across CA, AZ, NM, TX</p> <p><b>Description:</b> Provide approximately 22,043 weekly hours of prisoner/detainee transportation services, medical escort services and guard services to the Customs and Border Protection (CBP) along nine (9) sectors of the southwest border in four states since August of 2006. G4S provided transportation services include escort and guard services for detainees in CBP custody. Transportation service entails bus and van over the road transport services of detainees to courtroom facilities, medical offices/hospitals, and CPB facilities.</p> <p><b>Servicing Since:</b> 2006</p>	
<p><i>Department of Homeland Security</i></p> <p><b>US Immigration and Customs Enforcement (ICE)</b></p> <p><b>Size:</b> 5,800 Hours per Week; 145 Uniformed Armed Detention Officers</p> <p><b>Description:</b> Provide approximately 5,800 weekly hours of prisoner/detainee transportation services, medical escort services and guard services to U.S. Immigration and Customs Enforcement in 55 of the 58 Northern California counties. Transportation service entails bus and van over the road transport services of detainees to and from courtroom facilities, medical offices/hospitals, juvenile detention facilities, State and Federal prisons, county jails, airports and ICE facilities</p> <p><b>Address:</b> 1300 Pennsylvania Avenue NW, NP1310 Washington, DC 22029</p>	



Securing Your World

**Customer Contact:** Osman Turan  
Program Manager, 571-468-7572 (Office)  
OSMAN.TURAN@cbp.dhs.gov  
**Servicing Since:** August 2009 to present

*City of Beverly Hills*

**Beverly Hills Police Department**

**Type of Facility:** Type I Facility

**Size:** 336 Hours per Week; 11 Officers

**Description:** G4S Custom Protection Officers provide prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15, prisoner DNA collection, Pay to Stay Program

**Servicing Since:** 2007

**Contact:** Sylvia Gelfman, Records and Jail Manager  
310-285-2185, sgelfman@beverlyhills.org



*City of Irvine*

**Irvine Police Department**

**Type of Facility:** Temporary Holding Facility

**Size:** 228 Hours per Week; 6 Officers

**Contract Value:** \$269,137.77

**Description:** Includes prisoner custody services, prisoner booking, live scan administration, DNA mouth swabbing, transportation to OCJ and safety inspections.

**Address:** 1 Civic Center Plaza, Irvine, CA 92606

**Servicing Since:** 1991

**Customer Contact:**



Jennifer Kaiser

Business Services Manager

949-724-7094; jkaiser@ci.irvine.ca.us





<p><i>City of Buena Park</i> <b>Buena Park Police Department</b> <b>Type of Facility:</b> Type I Facility <b>Size:</b> 200 hours per week, 5 officers <b>Contract Value:</b> \$337,971.58 <b>Description:</b> Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15 Training, transport services. <b>Address:</b> 6640 Beach Blvd, Buena Park, CA 90621 <b>Serving Since:</b> 2013 <b>Contact:</b> Sergeant Tamara Banks; <a href="mailto:tbanks@bppd.com">tbanks@bppd.com</a></p>	
<p><i>City of Costa Mesa</i> <b>Costa Mesa Police Department</b> <b>Type of Facility:</b> Type I Facility <b>Size:</b> 440 hours per week, 11 officers <b>Annual Contract Value:</b> \$741,000.00 <b>Description:</b> Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15 Training, and transport services <b>Serving Since:</b> 2014 <b>Contact:</b> Sergeant Joyce LaPointe; Jail Operations 714-754-5663; <a href="mailto:jlapointe@costamesaca.gov">jlapointe@costamesaca.gov</a> Captain Lester Gogerty 949-584-6401; <a href="mailto:lgogerty@costamesaca.gov">lgogerty@costamesaca.gov</a></p>	
<p><i>City of La Habra</i> <b>La Habra Police Department</b> <b>Type of Facility:</b> Type I Facility <b>Size:</b> 208 Hours per Week; 6 Officers <b>Contract Value:</b> \$240,577.56</p>	



**Description:** Includes prisoner custody services, prisoner booking, live scan administration, and transportation to OCJ and safety inspections.

**Serving Since:** 2001

**Contact:** Lieutenant Jason Forgash, 714-606-7120



*City of Whittier*

**Whittier Police Department**

**Type of Facility:** Type I Facility

**Size:** 336 Hours per Week; 11 Officers

**Contract Value:** \$410,050.52

**Description:** Includes prisoner custody services with Title 15 Training, prisoner booking, live scan administration, safety inspections and transportation services.

**Serving Since:** 2006

**Contact:** Lieutenant Kent Miller, 562-567-9211;  
kmiller@cityofwhittier.org



*City of Azusa*

**Azusa Police Department**

**Type of Facility:** Type I Facility

**Size:** 336 Hours per Week; 11 Officers

**Description:** Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15, prisoner DNA collection

**Address:** 725 N Alameda Ave, Azusa, CA 91702

**Serving Since:** 2000

**Contact:** Chief Sam Gonzalez, 562-945-8288



*City of Redlands*





### Redlands Police Department

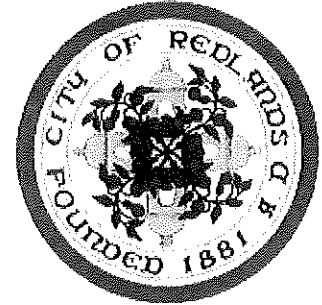
**Type of Facility:** Temporary Holding Facility

**Size:** 112 hours per week, 2 Officers

**Description:** Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15.

**Serving Since:** 1998

**Contact:** Operations Commander Chris Catren  
909-798-7613



### *City of Desert Hot Springs*

#### Desert Hot Springs Police Department

\*Past reference, cancelled due to budget cuts

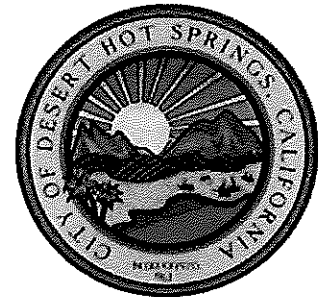
**Type of Facility:** Type I Facility

**Size:** 60 hours per week, 2 Officers

**Description:** Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15.

**Serving Since:** 2009

**Contact:** Commander Daniel Bressler, 760-329-6411  
x315 dbressler@cityofdhs.org



### *City of Arcadia*

#### Arcadia Police Department

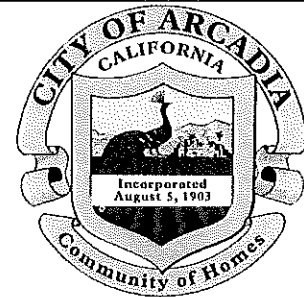
**Type of Facility:** Type I Facility

**Size:** 168 hours per week, 5 officers

**Description:** Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15.

**Serving Since:** 2012

**Contact:** Lieutenant Colleen Flores  
cflores@ci.arcadia.ca.us





Securing Your World

*City of Rialto*

**Rialto Police Department**

**Type of Facility:** Temporary Holding Facility

**Size:** 168 hours per week, 5 officers

**Description:** Includes prisoner custody services, prisoner booking, live scan administration, DNA mouth swabbing, and transportation services.

**Serving Since:** 1999

**Contact:** William Farrar, Chief of Police  
909-820-2539



*City of Bell*

**Bell Police Department**

**Type of Facility:** Type I Facility

**Size:** 168 hours per week, 5 officers

**Description:** Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15.

**Serving Since:** 2004

**Contact:** Chief Anthony Miranda [tmiranda@cityofbell.org](mailto:tmiranda@cityofbell.org)  
626-327-1082





Securing Your World

## SECTION VII: CONTRACTOR AND SUBCONTRACTOR LISTING

### G4S PPO LICENSE

STATE OF CALIFORNIA  
**dca**  
 DEPARTMENT OF CONSUMER AFFAIRS

RENEWAL LICENSE  
 CALIFORNIA

Bureau of Security and Investigative Services  
 P.O. BOX 989002  
 West Sacramento, CA 95798-9002  
 (916) 322-4000

**PRIVATE PATROL OPERATOR BRANCH**

CERTIFICATE: PPB 4816  
 RECEIPT NO. 00192558  
 LICENSE NO. PP0 3850

VALID UNTIL JANUARY 31, 2016

G4S SECURE SOLUTIONS (USA) INC.  
 2300 E KATELLA AVE SUITE 150  
 ANAHEIM CA 92806

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the branch office named hereon is issued a Private Patrol Branch Office Certificate Renewal.

13/14  
 13/14

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WP/PPB 12/31/07

### SUBCONTRACTORS

No subcontractors will be utilized in the performance of the scope of work identified in this RFP.



Securing Your World

## SECTION VIII. ADDITIONAL INFORMATION

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### G4S QUALITY CONTROL

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Quality assurance is an intangible concept that must be achieved through tangible means. G4S has taken a practical approach to quality assurance by providing our management with the necessary tools for operation and implementing controls to monitor and provide accountability for those operations. G4S Secure Solutions is able to achieve unmatched service quality through a combination of standard policies and procedures, technology, internal compliance measures, and customer satisfaction:

Total quality is our mission. It permeates every operation and every process. The ever increasing demands and expectations placed upon us by our internal and external customers prompted us to evaluate and, in certain cases, re-engineer our operational systems, policies and procedures

- ✓ **ISO 9001:2008 Certification** - ISO registration provides an objective third-party quality assurance of our policies, procedures, and operations, with ISO registration achieved in these key organizational areas:
  - ✓ Human Resources & G4S North America Training Institute
  - ✓ Strategic Accounts Group
  - ✓ International Accounts Division (IAD)
- ✓ **90-Day Control Plan** – In line with principles of ISO and G4S's ongoing efforts to continuously improve, G4S has implemented a 90-day Control Plan. This plan involves the ongoing monitoring of newly transitioned sites through follow-up activities to ensure the resolution of any issues that arise during the initial 90 days following the transition.
- ✓ **Six Sigma** - G4S has extensive experience supporting clients working within Six Sigma programs, with our Strategic Accounts Group management holding Green Belt certifications:
- ✓ **Reliability through Professional SOPs** - Standard operating procedures (SOPs) and accurate post orders contribute to our service reliability. G4S's best practices for payroll, billing and administrative procedures are online, supporting consistent operations.
- ✓ **Internal Compliance Measures** - Ongoing compliance measures, as part of our Quality Assurance Program, provide the operational oversight for us to deliver the security your promised.



- Area supervision monitors & evaluates officers through announced & unannounced site inspections
- Internal audits by our independent audit unit ensure compliance with operational requirements & local/state/federal laws and regulations
- Balanced Scorecard, a set of measurable criteria, measures G4S office performance & compliance

✓ **Performance Reporting** - We provide clear performance information in a timely manner to assure your service quality, contract compliance, and continual improvement, as seen in:

Item	Description
<b>On-Line Reporting: Customized Web Portal</b>	<ul style="list-style-type: none"> <li>■ Quality &amp; service data available on-line in customized, secure web portal</li> <li>■ Data updated real time, consolidated into single interface</li> <li>■ System security restricts access to authorized users only</li> </ul>
<b>Incident Tracking &amp; Reporting</b>	<ul style="list-style-type: none"> <li>■ Comprehensive data in secured Internet connection at no cost</li> <li>■ Real-time reporting via Secure Trax™ hand-held to secure web portal</li> </ul>
<b>Key Performance Indicators</b>	Core KPIs customized to your needs, including: <ul style="list-style-type: none"> <li>■ Customer satisfaction</li> <li>■ Turnover, Post inspections &amp; site visits</li> </ul>
<b>Customer Satisfaction: On-line Surveys</b>	<ul style="list-style-type: none"> <li>■ Web-based satisfaction survey rates service aspects</li> <li>■ Results drive written corrective action plans</li> </ul>
<b>Business Review Meetings</b>	Formal meetings quarterly, twice per year, or annually, covering: <ul style="list-style-type: none"> <li>■ Positive &amp; negative performance</li> <li>■ Improvement initiatives &amp; challenges</li> </ul>

## INNOVATIVE AND CREATIVE APPROACHES – USING TECHNOLOGY

G4S has a dedicated technology group that develops proprietary security technology products that both supplement and enhance traditional manned guarding. The following table summarizes technologies and how they will directly benefit the City of Garden Grove’s jail service program. Additionally, we welcome the opportunity to present and discuss further our proposed technology solutions to the City.

Technology Solution	Benefits to the City of Garden Grove
Secure Trax™	◆ Provides real-time incident reporting & management



Technology Solution	Benefits to the City of Garden Grove
	<ul style="list-style-type: none"> <li>◆ Enhances safety inspections with immediate reporting</li> <li>◆ Acts as a multi-communication device</li> </ul>
<b>On-line Time &amp; Attendance Tool</b>	<ul style="list-style-type: none"> <li>◆ Provides real-time monitoring of arrival and departure times</li> <li>◆ Reporting provided through a Customer Portal</li> <li>◆ Replaces the need for paper time records</li> </ul>
<b>Business Intelligence Module</b>	<ul style="list-style-type: none"> <li>◆ Provides detailed reporting of key performance indicators (KPIs) and other operational analytics</li> <li>◆ Provide a single platform to view contract-specific material</li> </ul>
<b>Automated HR Systems &amp; Billing</b>	<ul style="list-style-type: none"> <li>◆ Enhances billing function and accuracy</li> <li>◆ Automated HR systems enhance compliance over screening, training and licensing of personnel</li> </ul>

**EMPLOYEE BENEFITS**

Aligned with our commitment to our employees’ well-being, attracting and retaining the highest-qualified candidates, and ensuring continuity of service, all G4S personnel assigned to the Garden Grove are eligible for a comprehensive benefits package, including major medical insurance, dental, vision, prescription plan, free Life Insurance, AD&D, and other employee incentive programs. We have a participation rate of approximately one-third of all eligible officers, and our program is compliant with Affordable Care Act standards as they are currently interpreted.

The following represents the typical insurance programs available to all G4S Officers. Incumbent personnel that may be retained will be grandfathered from their original date of hire for group insurance and PTO purposes. This means G4S will count prior service toward the standard 90-day waiting period for the group insurance.



Insurance	Highlights	Detail
<b>Health</b>	<p>G4S' 42 PPO Plan (Comprehensive Major Medical)</p> <p>Administered by BlueCross BlueShield</p> <p>Effective the first day of the month following three months of continuous service.</p>	<p>\$500 deductible per person (In-Network)</p> <p>\$5,000 deductible per person (Out-of-Network)</p> <p>\$35 copay for primary care physician (In-Network) - 10 visits per year and no deductible</p> <p>\$60 copay for specialist (In-Network) - 10 visits per year and no deductible</p> <p>Preventative Services covered at 100% - no deductible</p> <p>70% coinsurance for In-Network services</p> <p>50% coinsurance for Out-of-Network services</p> <p>Unlimited lifetime maximum benefit with a \$2,000,000 annual cap</p>
<b>Prescriptions</b>	No deductible and a co-payment of:	<p>20% for Generic (\$10 minimum)</p> <p>35% for Preferred Brand (\$25 minimum)</p> <p>50% for Non-preferred Brand (\$25 minimum)</p> <p>Mail-order available at same co-payments for up to a 90-day supply</p>
<b>Dental</b>	<ul style="list-style-type: none"> <li>■ Administered by Delta Dental</li> <li>■ Employees may choose from two options with different annual maximum benefits</li> </ul>	<ul style="list-style-type: none"> <li>■ \$50 annual deductible (limit 2/family)</li> <li>■ 100% for Preventative Services</li> <li>■ 80% for Basic Dental Services</li> <li>■ 50% for Major Dental Services</li> <li>■ Annual maximum dental benefit is \$500/year for Option One or \$1,000 for Option Two</li> </ul>
<b>Vision</b>	<ul style="list-style-type: none"> <li>■ Administered by Vision Service Plan (VSP)</li> <li>■ Voluntary</li> </ul>	<ul style="list-style-type: none"> <li>■ 100% coverage after \$15 copay for Eye Exams (In-Network – every 12 months)</li> <li>■ 100% coverage after \$30 copay for Lenses (In-Network – every 12 months)</li> <li>■ \$50 allowance for Private Practice Providers</li> <li>■ Frames covered up to \$130 after \$30 copay (every 24 months) – Retail Chain Providers</li> <li>■ Contact Lenses covered up to \$130 after \$30 copay</li> </ul>
<b>Life</b>	\$10,000 in life insurance	AD&D is provided at no cost to the employee
<b>Supplemental Life Insurance</b>	G4S employees can purchase up to an additional \$40,000 in life insurance, in \$10,000 increments, and pay the additional premium (premium costs are based on age) through payroll deductions.	



Securing Your World

Insurance	Highlights	Detail
Accidental Death & Dismemberment Insurance	G4S personnel who are not covered by another life insurance plan offered by the company will be entitled to occupational accidental death and dismemberment insurance in the amount of \$5,000.	

### Additional Benefits & Incentive Programs

Furthermore, G4S offers the following additional benefits and incentives to help promote retention and ensure employee satisfaction.

Program	Highlights
Paid Time Off	Full-time CPOs receive two weeks (80 hours) paid time off after one year of service.
Sick Time	G4S provides three (3) days of paid sick time per year to full-time employees.
Holiday Policy	G4S recognizes a minimum of six holidays annually, paid to full-time and part-time personnel at time-and-one-half for hours worked. These holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There is no additional cost for this, or any other Officer benefits.
Bereavement Leave	Employees may request up to three days off following the death of an immediate family member. Determination of days with or without pay is based upon client contract and/or management discretion.
Career Development Program	G4S maintains a program that develops and trains field personnel at all levels to encourage advancement and promotion through various levels of operation within the company.
Retirement Plan	G4S provides a 401(k) Plan to qualified employees.
Direct Deposit & Pay Card Program	G4S offers the convenience and safety of direct deposit of paychecks, as well as pay cards for our employees.
Safe2Say <sup>SM</sup>	G4S' anonymous, 24/7 employee help hotline.
Employee Assistance Program	Primarily served through Horizon Health, EAP is a voluntary program designed to help improve overall wellness. The Horizon EAP provides confidential assessment, counseling and referral services 24/7/365 for employees and their families to help resolve personal concerns.





Program	Highlights
<b>Employee Discount Programs</b>	As part of G4S' continuing effort to provide meaningful programs to assist employees and their families, G4S implemented the <b>Great 4 Savings</b> plan, an employee purchase program with negotiated employee pricing at over 30,000 national and local merchants. G4S employees can take advantage of special savings and pricing (while also earning points) for products and services such as cellular services, vehicle purchase programs, discounts on movie/event tickets, discounts from national retailers such as Target, Macy's, etc., discounts from local merchants including restaurants and spas, and so much more.
<b>Voluntary Benefits</b>	G4S provides additional voluntary benefits (employee paid) that complement our core benefits (company provided). These voluntary benefits are available at competitive rates through G4S' negotiated group rates. Voluntary benefits include: short-term disability insurance, accident insurance, critical illness/cancer insurance, whole life insurance and a pre-paid legal service plan.
<b>LASIK Savings</b>	G4S offers employees preferred LASIK pricing from QualSight, without having to elect vision insurance. This benefit is provided at no cost to the employee and provides 40%-50% savings off the national price for LASIK. Through QualSight, employees can access a large nationwide network of credentialed, Board Certified Ophthalmologists to perform corrective eye surgery.

**Communications and Awards Programs**

Program	Highlights
<b>Service Award Program</b>	G4S offers an attractive service award program based on tenure as a tribute and expression of gratitude for the valuable contributions and loyalty that our long-term employees have shown to the company. The service milestones are in five-year increments as they reach their anniversaries with G4S. Gifts vary based on length of service.
<b>Performance Recognition &amp; Incentive Programs</b>	All employees are eligible to receive various certificates and awards for the following: <ul style="list-style-type: none"> <li>- <b>Certificate of Achievement</b> - Awarded for the successful completion of a G4S North America Training Institute Program</li> <li>- <b>Certificate of Appreciation</b> - Presented in response to a letter of commendation for a job well done, or for performance of a valued act of service for the customer / G4S</li> <li>- <b>Certificate of Recognition</b> - Presented in recognition of unusual and outstanding service, and for courage and initiative</li> <li>- <b>Certificate of Distinction</b> - Presented for the performance of an act of valor above and beyond the call of duty; an act that reflects great credit on the individual, the customer and G4S</li> <li>- <b>W-Valor Award</b> - Presented to employees who have received a Certificate of Distinction and are eligible for this prestigious award</li> <li>- <b>Officer of the Quarter/Year Award</b> - Program of recognition administered on a corporate-wide basis</li> </ul>



Program	Highlights
<b>Communications</b>	<p>G4S offers various channels of communication in order to keep our Officers informed about your account, your industry, agency regulations, G4S news and events, and more:</p> <ul style="list-style-type: none"><li>- Post Orders, Supervisor/employee dialogue, business review meetings</li><li>- Company training manuals and policies and procedures</li><li>- Company posters and pay stub attachments/payroll stuffers</li><li>- Employee portal – Collaborative community portal for sharing ideas and a resource for all G4S-related material, including announcements, tips, collateral, support tools, best practice forums, event calendars, industry news, important links, and more.</li><li>- G4S Career Center web site</li><li>- Company newsletters<ul style="list-style-type: none"><li>• <i>Focus</i> (continuing education publications)</li><li>• <i>G4S News</i> (company publication focused on employee recognition)</li><li>• <i>Safety Matters</i> (monthly safety newsletters)</li></ul></li></ul>



Securing Your World

## SECTION IX: ANTICIPATED CONTRACT FORM

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G4S respectfully request consideration of the following deviations outlined in the attached redline of the anticipated contract form.

**RFP No. S-1162**

**CITY OF GARDEN GROVE**

**ANTICIPATED CONTRACT FORM**

**PROFESSIONAL SERVICES AGREEMENT  
JAIL MANAGEMENT SERVICES**

THIS AGREEMENT is dated as of \_\_\_\_\_ (the "Effective Date"), by and between the City of Garden Grove, California, a municipal corporation ("CITY") and G4S Secure Solutions (USA) Inc., a Florida corporation ("Operator").

**RECITALS**

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:

**1. Definitions**

A. "ACA" shall mean the American Correctional Association or its designated successor, whose headquarters are presently 206 North Washington Street, Suite 200, Alexandria, VA 22314.

B. "ACA Standards" shall mean the Standards For Adult Local Detention Facilities (Fourth Edition, 2008 as may be modified, amended, supplemented, or supplanted in the future) published by ACA.

C. "Assigning Agency" shall mean any federal, state or local agency which may lawfully assign an Inmate to the Jail and which has executed an Intergovernmental Service Agreement.

D. "Board" shall mean the State of California Board of Corrections

E. "Chief of Police" shall mean the Chief of Police of CITY.

F. "CITY's Facility Representative" shall mean the person who is the official liaison between CITY and Operator on all matters pertaining to the

operation and management of the Jail as provided in Section 14.D, CITY's Facility Representative.

G. "Custody Criteria" shall mean those criteria used to determine an Inmate's Custody Level and shall normally include, to the extent known to the Operator, the Inmate's offense history, present offense, escape history, history of violence, drug use or addiction, alcohol use or addiction, psychological status and present behavior.

H. "Custody Level" shall normally mean a custody designation of either Minimum Custody or Medium Custody that describes appropriate and adequate supervision and housing assignments commensurate with the on-going needs and requirements of the Inmate during his incarceration and is based on the Custody Criteria.

I. "Day" shall mean a twenty-four (24) hour time period beginning with twelve o'clock midnight and ending twenty-four hours later.

J. "Jail" shall mean the cells, booking area, inmate food preparation area and fingerprint area (collectively "holding facility") in the current facilities located in CITY's Police Department Building located at 11301 Acacia Parkway, Garden Grove, California, which shall house inmates in accordance with the applicable Minimum Standards.

K. "Department" shall mean the State of California Department of Corrections and Rehabilitation.

L. "Employee" shall mean every person in the service of Operator under any appointment or contract of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed.

M. "Fiscal Year" shall mean CITY's fiscal year commencing on July 1, and ending as of June 30, of each year.

N. "For Cause" shall mean a material failure by either party to meet the provisions of this Agreement or in the sole judgment of CITY the failure of the Operator to meet the applicable Minimum Standards when such failure to meet the applicable Minimum standards affects the operation of the Jail.

O. "Force Majeure" shall mean the failure of performance of any of the terms and conditions of the Agreement resulting from acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor activity or strike, court order or any other cause outside City or Operator's exclusive and direct control.

**Commented [G4S/ELW2]:** G4S respectfully requests that the definition of 'Force Majeure' is expanded upon to include other events beyond both the parties control.

P. "Inmate" shall mean any male or female arrestee who is to be lawfully held at the Jail by CITY or pursuant to an Intergovernmental Service Agreement and who is classified as Minimum Custody or Medium Custody.

Q. "Intergovernmental Service Agreement" shall mean an agreement between CITY and any Assigning Agency whereby CITY and the Assigning Agency

agree to the terms and conditions whereby the Assigning Agency's Inmates shall be booked and held in custody at the Jail

R. "Medium Custody" shall mean that Custody Level appropriate to an

Inmate who is classified as eligible to be assigned to the Jail but who is not eligible to be assigned to the least secure housing in the Jail and may not work outside of the Jail's area.

S. "Minimum Custody" shall mean that Custody Level appropriate to an Inmate who is classified as eligible to be assigned to the Jail and is eligible to be assigned to the least secure housing in the Jail, but may not work outside of the Jail's area.

T. "Minimum Standards" shall mean the applicable Federal, State and CITY requirements, laws and statutes, applicable court orders, Board standards (including but not limited to Title 15 of the California Code of Regulations), Orange County Health Department Rules and Regulations and ACA standards, whether now in effect or hereafter effected or implemented, as applicable to the Jail, except as waived by CITY or State. Where a conflict exists between Federal and State requirements, laws, statutes, and applicable court orders, the Board's standards shall apply.

U. "Perishables" shall mean those items that are easily destroyed or spoiled.

V. "Police Department Building" shall mean the Garden Grove Police Department building located at 11301 Acacia Parkway, Garden Grove, California 92840, which also houses the Jail.

W. "Service Commencement Date" shall mean July 1, 2015.

## **2. Purpose**

A. *Purpose:* The purpose of this Agreement is to establish the terms and conditions under which Operator will operate and maintain the Jail.

B. *Nature of Operations:* Operator shall operate, manage, supervise and maintain the Jail for CITY in order to properly receive, detain and care for all Inmates who may be booked in the Jail.

## **3. Grant of Operating Rights**

CITY hereby grants to Operator the sole and exclusive right to operate the Jail for the term hereof, and Operator agrees to provide all labor necessary to operate the Jail for the term hereof and pursuant to the terms and conditions herein specified.

## **4. Term of the Agreement**

The initial term of this Agreement shall be for a period of three (3) years commencing upon the Service Commencement Date. The term of this Agreement may be extended upon the mutual agreement of both parties under the same terms and conditions as set forth in the Agreement, subject to any modifications upon mutual consent of the parties.

5. Use of Facility

A. *City's Use of Holding Facility:* CITY and/or its designees shall have the right to access the holding facility at any time to: (a) conduct inspections to determine Operator compliance with the requirements of this Agreement or with other applicable operational standards; (b) conduct designated police activities, including but not limited to fingerprinting, in a manner that does not adversely affect the Operator's activities. CITY and Operator shall agree upon an advance form of notice to be given to Operator prior to CITY access for these purposes.

B. *Locks and Keys:* For each of the aforesaid purposes, CITY shall at all times receive from Operator and have the right to retain and use keys to all gate and fence locks upon and about the Jail. CITY shall have the right to use such keys and any and all other means which CITY may reasonably deem proper to open any lock upon or about the Jail in order to obtain entry in an emergency. Operator shall use CITY provided keys only and shall not duplicate any key or change any lock without the express prior written permission of CITY.

C. *Liability of City:* CITY shall have no liability to Operator for any exercise of CITY's rights under this Section 5, Use of Facility, except for (a) CITY's failure to exercise due care for Operator's property; (b) CITY-caused damage to facilities which Operator is otherwise required to maintain or repair under this Agreement; or (c) CITY's failure to exercise due care for the security, care, and custody of Inmates under Operator's supervision. Except as provided in this Section 5.C, Liability of CITY, Operator hereby waives any claims for damages for any injury or inconvenience to Operator or interference with Operator's business, or any loss occasioned thereby.

6. Operation of the Jail

A. *General Duties and Obligations; Standards:* Operator shall provide the operation and management services necessary to operate, maintain, and manage the Jail in compliance with the applicable Minimum Standards.

B. *Jail Manual:* Operator acknowledges that a written comprehensive Field Policies and Operations Manual covering all aspects of operations including the procedures to be utilized to facilitate management of the facility has been prepared and provided to Operator. During the first 90 days of Year Three of this Agreement, Operator shall work with the CITY'S Facility Representative to revise the Manual, which revised Manual shall be submitted by Operator to CITY'S Facility Representative no later than the 90th day of Year Three of the Agreement. Upon receipt of the revised Manual, CITY'S Facility Representative will notify Operator, in writing, within twenty (20) calendar days, of CITY'S approval or required changes. Upon receipt of any required changes, Operator shall submit completed corrections to the CITY'S Facility Representative and CITY'S Chief of Police, in writing, within five (5) calendar days. Any and all proposed additions, deletions or modifications to such Manual must be approved in writing by the Chief of Police prior to implementation. The Manual shall be adequate to permit assumption of operations by CITY in the event of Operator's inability to perform its duties hereunder or the termination of this Agreement for any reason.



C. *Specified Duties and Obligations:* Operator's duties and obligations shall be set forth in detail in the Jail Manual. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum standards.

(1) *Intake and Release Processing:* Operator shall provide intake and release processing which shall include review of Inmate's documents, Inmate search as permitted by law, inventory and storage of Inmate's personal property and funds, entry of Inmate data into CITY's and Orange County's booking systems, acceptance of Inmate custody, generation of intake and release documents and records, including all Orange County Health Department and Board required forms and reports related to intake, photographing and fingerprinting of Inmate, initiation of Inmate health and well-being screening, classification and housing assignment of Inmate, review of court release documents, return of Inmate personal property and funds, completion of internal release documentation and ascertainment of Inmate identification confirmation prior to release, transportation as described in Section 6.C.(5), Transportation, and any and all such other duties as may be required by applicable statute or rule.

(2) *Staffing:* Operator shall staff and operate the Jail in compliance with the applicable Minimum Standards.

(3) *Health Services:* As necessary, CITY shall be responsible financially for all inmate medical care services.

(4) *Laundry and Inmate clothing:* CITY shall provide temporary disposable clothing on an as-needed basis.

(5) *Transportation:* Operator shall provide transportation services for Inmates in the Jail to the nearest Sheriffs station or Contract Facility for incarceration, to the local courthouse for arraignments and/or to other local court ordered appearances, and to medical facilities for inmate medical care. Operator agrees to exercise its best effort to conduct such transportation services at a time when the jail will be devoid of prisoners and/or at least one jailer will remain on duty in the jail. CITY will provide one transportation vehicle for these transportation services.

(6) *Visitation:* CITY shall provide all furniture and equipment, and Operator shall provide all supervision necessary to implement a visitation program that meets the applicable Minimum Standards with respect to Inmate visitation,

(7) *Safety:* Operator shall operate and maintain the Jail in compliance with the applicable Minimum Standards relative to safety.

(8) *Security:* Operator shall be responsible for providing security for all Inmates in accordance with the applicable Minimum Standards while they are inside the Jail, at medical facilities and when they are being transported by Operator. While any Inmate is in the custody of CITY, an Assigning Agency, the Sheriff, other custodial entity, or a bailiff, Operator shall not be responsible for providing security for such Inmate, and such security shall be the responsibility

of such custodial entity or officer.

(9) *Disciplinary Rules and Regulations:* Operator shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards.

(10) *Records:* Operator shall generate and maintain all Inmate records in accordance with established procedures of the applicable Judicial Council and the applicable Minimum Standards. Operator shall make available for examination by CITY all data and records with respect to matters covered by this Agreement and shall permit CITY in the normal course of business to conduct random audits of, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, personnel records and other data relating to all matters covered by this Agreement. Operator shall maintain such data and records in an accessible location for a period three (3) years after final payment under this Agreement, at which time the Operator will turn over such data and records to the CITY to retain as the CITY deems necessary. CITY shall receive a copy of all such records. All Inmate records retained by Operator shall be confidential, unless required to be disclosed or reported by law. Operator shall consult with CITY prior to release of any Inmate records, even if such release is mandated by law.

(11) *Vehicle Maintenance and Insurance:* CITY shall self-insure and maintain CITY owned vehicles used by Operator. Operator shall obtain and maintain automobile liability insurance for all Operator's drivers while using CITY's vehicles. Operator will indemnify and hold CITY harmless for any accidents, damages, etc., caused solely or comparatively by Operator's drivers. All Operator's staff using any CITY vehicle in connection with the services provided under 'this Agreement shall have a valid California Driver's License, which shall be available for inspection by CITY upon request.

(12) *Uniforms:* Operator shall establish a policy prescribing a standard uniform for its employees including shirts, pants, belts, jackets, and associated uniform articles of clothing that are normally and routinely issued to corrections officers. Operator shall provide such uniform items to its employees either directly or through a uniform allowance. All employees and staff are to wear clean and pressed uniforms, be clean shaven and tattoos, if any, are not to be visible. No jewelry other than a watch and ring shall be worn while on duty.

(13) *Food Service:* Operator shall provide food service for all inmates in compliance with the applicable Minimum Standards.

**Commented [BJ3]:** G4S will provide food service in compliance with applicable Minimum Standards, If inmates housed long term, G4S will bill directly for all incurred food cost.

## **7. Utilities and Maintenance**

A. *Specified Duties and Obligations:* The parties' respective duties and obligations with respect to utilities and maintenance are as set forth below.

(1) *Utilities:* CITY shall be responsible for the provision of all utilities.

(2) *Telephone Services:* CITY shall be responsible for the provision of and payment for all pay telephone services at the Jail. CITY shall be responsible for the provision of and payment for in-house telephone services. Where feasible, calls made by Operator and its employees shall be placed through the cellular telephones of and be the responsibility of Operator and/or its employees.

(3) *Maintenance:* CITY shall maintain the physical structure of the Jail furniture and equipment contained therein, and provide cleaning and maintenance of Jail and holding cells, in accordance with the applicable Minimum Standards, including ordinary routine maintenance, and will in so doing, maintain, preserve and keep the Jail in good repair, working order and condition, subject to normal wear and tear, and will, from time to time, make or cause to be made, all necessary and proper repairs, replacements and renewals, which shall thereupon become part of the Jail. CITY shall, subject to the provisions of Section 7.A(5), Damage to Jail, have responsibility for all repairs, replacements and renewals related to Police Department Building systems located outside the Jail (such as electrical supply, hot water heaters, sewers, etc.), and structural conditions or defects of the Police Department Building which affect the Jail. Operator shall immediately notify CITY of needed maintenance or repairs for the Jail.

(4) *Fixtures:* Operator may from time to time after the Service Commencement Date, install machinery, equipment, and other personal property in the Jail, which may be attached or affixed to the Jail. All such equipment shall constitute fixtures and remain part of the Jail and may not be removed from the Jail unless replaced by a similar item within a reasonable time period. If CITY has given its prior written approval for such fixtures and their installation, the cost of the fixtures and their installation shall be borne by CITY; if CITY has not approved such fixtures and their installation in writing, the cost of the fixtures and their installation shall be at the sole cost and expense of Operator.

(5) *Damage to Jail:* Promptly after the occurrence of any damage to or loss of the Jail that materially affects the continued operation of the Jail, the parties shall notify each other of such loss or damage and shall jointly assess the nature and extent of such damage or loss. As soon as practicable and desirable thereafter, the parties shall determine to rebuild, repair or restore such damage or loss or to terminate this Agreement as provided Section 11.D, Termination for Damage. In the event Operator and CITY shall determine to repair, rebuild or restore the Jail, Operator and CITY shall mutually determine the allocation for payment of the costs of undertaking such repair, rebuilding or restoration. If CITY and Operator determine not to rebuild, repair or restore the Jail, then this Agreement shall terminate with respect to the Jail thirty (30) days after such determination is made in accordance with Section 11.D. Neither party is under any obligation to rebuild, repair or restore the Jail even though CITY determines to rebuild, repair or restore the Police Department Building. Operator shall complete all damage reports required by the Minimum Standards, including those required by CITY.

## **8. Operator's Employees**

A. *Background Investigation, Orientation and Training:* The Operator's

duties and obligations with respect to background investigations, orientation and training are set forth below.

(1) *Background Investigation:* A civil and criminal background investigation and psychological evaluation shall be made by Operator of the jail manager, supervisor and all prospective employees prior to any prospective employee being hired by Operator for assignment to the Jail. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the CITY. Results of such investigation and evaluation shall be made available to CITY and CITY shall have the right to interview and approve all prospective Operator employees before being assigned to the Jail. Operator shall maintain on file for each employee two completed fingerprint charts, a photograph taken within the last six months, a criminal history, and immigration information (where applicable). Operator shall require all prospective employees to declare all narcotic and mood altering medications that they use and the frequency of their use.

(2) *Orientation and Training:* Operator shall provide an orientation program for all employees, as well as initial and recurring training in compliance with the applicable Minimum Standards. All training shall be conducted as close to the Jail as possible and shall include a minimum of twenty four (24) hours of critical skills training to include First Aid and CPR training. CITY may monitor the training records of all Operator employees working in the Jail. Operator shall provide a test for all employees to take at the end of each training class and shall require an affidavit be signed that they have taken the training and have passed the class. A copy shall be kept in each employee's personnel file and a copy in a master training file.

(3) *Court Appearances:* Operator shall pay all costs associated with court appearances made by Employees arising out of services provided under this Agreement.

(4) *DMV Checks:* Operator shall provide California Department of Motor Vehicle (DMV) reports on all prospective employees to CITY for review. CITY shall establish minimum driving requirements for any Operator employee who will be driving any CITY vehicle.

(5) *Lines of Authority:* Operator's Management Representative will report orally and in writing to CITY's Facility Representative when or if problems are experienced in the Jail, including but not limited to events such as inappropriate behavior in the Jail, use of force by an Operator's employee and any and all incidents, events or accidents in the Jail. All reports are to be made within a 24 hour period from the date of such event of inappropriate behavior, use of force, or other incident, event or accident.

B. *Reassignment of Operator Employees:* CITY reserves the right

**Commented [B14]:** G4S respectfully request that the City pay for employee time spent at court appearance for situations arising where the City or Court requires a G4S employee to be present for a court appearance unless litigation explicitly names G4S and not the City.

without qualification to cause, providing cause is lawful, Operator to remove any employee from CITY's holding facility and to exclude such employee of Operator from performing any services on CITY's premises or pursuant to this Agreement.

**Commented [G4S/ELW5]:** G4S requests that it is clarified that removal of an employee can be for any reason so long as lawful (i.e. not discriminatory).

## 9. City's Responsibilities

A. *Cooperation:* CITY shall cooperate with the Operator in all matters of law enforcement, security and communication.

B. *Training:* If requested by Operator, CITY shall assist Operator in the initial orientation training of Operator's employees to operate the Jail

C. *Information:* CITY's Police Department shall assist and cooperate with Operator in providing information requested and needed by Operator in the screening of candidates for employment to the extent legally permitted. No liability shall attach to CITY for such assistance, however, and Operator agrees to fully indemnify and hold harmless CITY for providing such assistance.

D. *City Policies and Applicable Court Orders:* CITY shall provide Operator with copies of all CITY policies applicable to CITY's booking and custodial procedures and with any applicable court orders.

E. *Payment:* In consideration for all services provided and obligations undertaken by Operator pursuant to this Agreement CITY shall pay to Operator \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), per month, 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.

## 10. Independent Contractor

A. *Independent Contractor:* Operator is associated with CITY only for the purposes and to the extent set forth in this Agreement, and with respect to the performance of the Operation and Management Services pursuant to this Agreement, Operator is and shall be an independent contractor and, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct the performance of the details incident to its duties under this Agreement, subject to the applicable Minimum Standards. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent or to otherwise create any liability whatsoever for either party with respect to the indebtedness, liabilities, and obligations of the other party. Operator shall be solely responsible for (and CITY shall have no obligation with

respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by Operator, arising out of Operator's association with CITY pursuant to this Agreement, and Operator shall indemnify and hold CITY harmless from and against, and shall defend CITY against, any and all losses, damages, claims, costs, penalties, liabilities and expenses including attorney fees with respect to any such taxes, Operator hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations, Operator hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of Operator or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to Operator's assigned personnel.

## **11. Default and Termination**

*A. Notice of Deficiency:* In the event CITY determines that Operator has failed to satisfactorily perform its contracted duties and responsibilities in conformance to the specifications identified in this Agreement, CITY shall notify Operator of the specific nature of the deficiency. Upon receipt of such notice, Operator will be allowed twenty (20) calendar days to cure the deficiency. If Operator determines it cannot cure the deficiency within the twenty (20) calendar day period, Operator must immediately submit, in writing, a plan for curing the deficiency to CITY (which plan shall show in detail by what means Operator proposes to cure the deficiency and the date the deficiency will be cured). Upon receipt of any such plan, CITY shall promptly review such plan and, at its discretion, which must be reasonable in the circumstances, may allow or not allow, Operator to pursue such plan of cure. CITY agrees that it will not exercise its remedies hereunder with respect to contract default for so long as Operator diligently, conscientiously, and timely undertakes to cure the deficiency in accordance with the approved plan. If CITY does not allow Operator an extension of the cure period, the twenty (20) day time period shall be suspended during the period of time the Operator's request for an extension of the cure period is pending before CITY.

*B. Termination for Default:* CITY may terminate Operator's operations and management services whenever CITY determines that Operator has failed to satisfactorily perform its contracted duties and responsibilities in conformance to the specifications identified in this Agreement, and is unable to remedy such failure in accordance with Section 11.A, Notice of Deficiency. Such termination shall be referred to herein as "Termination for Default". This Agreement may then be terminated by CITY upon service of a ten (10) day written notice to Operator.

*(1) Further Rights:* The rights and remedies of the parties provided in this Section 11.B, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. *Termination for Operator Bankruptcy or Insolvency:* In the event of the filing of a petition of bankruptcy by or against Operator or in the event of insolvency, CITY shall have the right to terminate Operator's Agreement without penalty upon the same terms and conditions as a Termination for Default.

D. *Termination for Damage:* Either party may terminate this Agreement as provided in Section 7.A.(5), Damage to Jail, by giving thirty (30) days notice of its intention not to rebuild, repair or restore the affected premises. Such termination shall be referred to herein as "Termination for Damage".

E. *Termination without Cause:* In addition to the other termination and default provisions of this Agreement, CITY reserves the right to either party may terminate this Agreement without cause by providing the other party Operator with sixty (60) days of notice of termination. In the event of termination without cause, the Operator shall be paid for all services rendered to and including the date of termination.

Commented [G4S/ELW6]: G4S respectfully request termination rights for cause and convenience.

E.F. *Termination for Cause:* Operator reserves the right to terminate this Agreement in the event of City's breach of this Agreement, including but not limited to nonpayment, upon thirty (30) days' notice providing the breach is not cured within this notice period.

## 12. Indemnification

A, *Indemnification and Hold Harmless by Operator:* Operator and its subcontractors, if any, with counsel mutually acceptable to CITY and Operator, agree to defend, indemnify, protect and hold CITY and its agents, officers, officials, employees, attorneys, consultants, volunteers and any parties with whom CITY has entered into an Intergovernmental Agency Agreement for the supply of detainees to CITY's facilities (collectively, "CITY Indemnitees"), harmless from and against any and all claims asserted or liability incurred for damages or injuries to any person or property, including injury to Operator's employees, agents or officers, which arise from, or are connected with, or are caused or claimed to be caused by, the negligent acts, errors willful misconduct, or omissions of Operator and/or its agents, officers, subcontractors or employees, in the performance or execution of this Agreement, and all expenses of investigating and defending against same including reasonable attorney fees, defense costs, court costs, third party administrator costs and other similar out-of-pocket expenses, regulatory proceedings costs, administrative proceedings costs and expenses of any kind; provided, however, that Operator's duty to indemnify and hold harmless the CITY Indemnitees shall not include any claims or liability to the extent arising from the negligence or willful misconduct of CITY Indemnitees. Operator agrees to pay all reasonable attorney and court costs as they are incurred by City in determining said negligence or willful misconduct of CITY Indemnitees. If it is determined that CITY is in any manner at fault, CITY agrees to reimburse Operator for a percentage of the costs incurred in determining such fault, based upon the percentage of fault found attributable to CITY.

Commented [G4S/ELW7]: This indemnification is overly broad as it is not limited to our fault, but instead encompasses "the act, errors or omissions" of G4S under the Agreement. This is problematic because the City controls the scope of work and duties under the Agreement - not G4S. Thus, our liability should be limited to our negligence or willful misconduct in carrying out the duties that the City specifies. Otherwise, we could be liable for any claim - even if we were following the orders of the City because, as the indemnification clause is currently written, we are liable for any act we do because it is "an act of Operator."

B. *City's Choice of Counsel.* If CITY is sued as a result of the alleged

actions and conduct of the Operator, CITY will have the right to select legal counsel mutually acceptable to CITY and Operator to defend the interests of CITY, and the reasonable costs and expenses for such legal counsel shall be paid by the Operator on a monthly basis as work is being performed by the legal counsel in defending CITY.



C. *Indemnification of CITY.* CITY shall defend, indemnify and hold Operator, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or as a result from the negligence or willful misconduct of CITY, its officers, agents (except Operator, its employees, agents or subcontractors) or employees.

~~D. *Limitation of Liability.* Notwithstanding the foregoing, in no event will either party be liable to the other for any loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages. Operator's total liability to Customer shall in no event exceed the total amount paid by City to Contractor under this Contract.~~

**Commented [G4S/ELW8]:** G4S accepts responsibility for its negligence or intentional bad acts, but for the reasons given above, G4S respectfully requires limitation of liability.

### 13. Insurance

Operator shall not commence work under this agreement until all certificates and endorsements have been received and approved by CITY. ~~All insurance required by this Agreement shall contain a Statement of Obligation on the part of the Carrier to Operator shall notify CITY, in writing and in accordance with policy provisions, of any material change, cancellation, or termination at least 30 days in advance.~~

**Commented [G4S/ELW9]:** Due to a change in wording on the Acord form, we can no longer agree to 30 days' notice. We can, however, provide notice in accordance with the policy provisions.

A. *Commercial General Liability Insurance:* Operator shall procure a policy or policies of Commercial General Liability insurance issued on an "occurrence" basis and not on a "claims made" or modified occurrence basis, Such insurance shall protect Operator against loss, including injury or death resulting there from suffered or alleged to have been suffered by any person or persons, resulting directly ~~or indirectly~~ from the negligent performance, willful misconduct or omissions ~~or execution of~~ under this Agreement or any subcontract hereunder, Operator's insurer shall be a licensed and approved carrier in the State of California with an A. M. Best's rating of "A, Class VII" or better.

Property liability insurance shall also protect Operator against loss from liability imposed by law for damage to any property caused directly ~~or indirectly~~ by the negligent performance, willful misconduct, or omissions ~~or execution of~~ under this Agreement and of any subcontract hereunder. Liability insurance (subject to the normal terms, conditions, and exclusions of the Commercial General Liability Coverage Form - Criminal Justice System Operations) must cover:

**Commented [G4S/ELW10]:** G4S offers to provide additional insured status to the extent of the mutually agreed obligations under the contract. Otherwise, as this is worded here, our insurance would be open to use as if we were an insurance provider, and to claims where we had acted properly and in accordance with the agreement. Therefore, the insurance provisions in this section need to align with our fault based indemnity obligations.

(1) *Assumption of Liability:* Operator's assumption of all liability, ~~to the extent of the Operator's obligations under this Agreement,~~ caused by or arising out of all aspects of the provision and operation of the Jail.

(2) *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 in Section 13.F.(2), Civil Rights Coverage, with the same limits.

- (3) Policies must not contain any exclusions for discrimination and/or alleged violations of civil rights.

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 limit of not less than Five Million Dollars (\$5,000,000) combined single limit.

C. *Workers' Compensation Insurance:* Operator shall obtain Workers' Compensation Insurance, including employer's liability coverage, with a limit not less than Two Million Dollars (\$2,000,000) or the amount required by California law, whichever is greater. If any work is sublet, Operator shall require the subcontractor to provide similar Worker's Compensation Insurance coverage, unless such subcontractor's employees are covered by 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.

D. *Police-Professional Liability Coverage:* Police Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A, Class VII or better, as approved by the CITY. Policy must not contain any exclusions for any alleged or actual discrimination and/or civil rights violations. Policies also must not contain exclusions for sexual misconduct or molestation allegations and/or violations.

Commented [G4S/ELW11]: We are not a police agency and so do not carry this insurance, however, we can offer professional liability with \$4M limit.

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, Operator shall obtain continuing insurance coverage for the prior negligent acts, willful misconduct or omissions of Operator 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 by obtaining separate extended "tail" coverage with the present or new carrier. Evidence of coverage shall be submitted to the City of Garden Grove.

E. *Employee Theft Policy:* Operator shall provide a commercial crime/employee theft policy providing coverage in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000).

F. *Cyber Liability Policy:* Cyber Liability (EDP) in an amount not less than \$5,000,000 per occurrence to provide coverage for security and privacy liability, medical liability, cyber extortion, business interruption and extra expense.

G. *Excess Liability Policy:* Following form excess liability coverage shall be provided for any underlying policy that does not meet policy limits set forth herein.

H. *Endorsements:* All insurance policies shall contain a Waiver of Subrogation of rights, to the extent of Operator's obligation under this Agreement, against CITY, its officers, officials, agents, employees, attorneys, consultants, and volunteers. CITY, its officers, officials, agents, employees, attorneys, consultants and volunteers shall be named as additional insureds on all policy(ies) as to comprehensive general liability, civil rights liability, sexual misconduct and molestation liability, theft liability, police professional liability, property liability, and automobile liability, and excess liability coverages. Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements as approved by CITY.

Commented [G4S/ELW12]: G4S can agree to a waiver of subrogation to the extent of our contractual obligations.

Additional insured endorsements under the commercial general liability policy shall provide coverage for on-going and completed operations for all injuries or losses that may occur to the extent of the Operator's obligations under this agreement. Sexual misconduct and molestation and Civil Rights coverage shall not be excluded, Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements as approved by CITY.

Additional insured endorsements under the Operator's automobile liability policy shall designate the City of Garden Grove, its officers, officials, agents, attorneys, consultants, and volunteers as additional insured to the extent of Operator's obligations under this Agreement for automobiles owned, leased, hired, borrowed, or operated by Operator or Operator's employees. Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements as approved by CITY.

Additional insured endorsements under the civil Rights liability policy shall provide for coverage for all intentional and unintentional losses that occur that result in any type of civil rights violation and/or discrimination violation. Additional insured endorsements shall designate the City of Garden Grove, its officers, officials, agents, employees, attorneys, consultants and volunteers as additional insured. Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by CITY.

Additional insured endorsements under the sexual misconduct and molestation policy shall provide for coverage for all intentional and unintentional losses that occur under the policy. Additional insured endorsements shall designate the City of Garden Grove, its officers, officials, agents, employees, attorneys, consultants and volunteers as additional insured. Operator shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

A ~~joint loss~~-payee endorsement shall be provided for all losses under the commercial crime/employee theft policy. The City of Garden Grove shall be designated as ~~loss~~-joint payee. An additional insured endorsement shall also be provided designating the City of Garden Grove, its officers, officials, agents, employees, attorneys, consultants, and volunteers as additional insured, Operator shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

**Commented [G4S/ELW13]:** Our insurer permits us to list you as a joint payee rather than a loss payee.

A waiver of subrogation shall be provided by the carriers for each policy waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, consultants, and volunteers to the extent of the Operator's obligations under this Agreement.

An excess liability policy shall be provided for all underlying policies that do not meet underlying policy limits set forth herein. The excess policy must be following form to the underlying policies. Operator shall provide an insurance certificate stating the excess policy is "following form," and attach the schedule of underlying policies for the following form excess liability policy, and an additional insured endorsement for the following form excess liability policy. The additional insured

endorsement shall designate the City of Garden Grove, its officers, officials, agents, employees, consultants, and volunteers as additional

insured to the extent of the Operator's obligations under this Agreement under the following form excess liability policy. Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by CITY.

I. *Additional Policy Requirements:* The policies of insurance required by this Agreement shall also be subject to the following requirements and limitations:

(1) *Notice:* Each policy of insurance shall provide that said policy shall not be canceled nor the coverage reduced or materially changed until thirty (30) days after CITY's City Manager or City Manager's designee shall have received written notice in accordance with policy provisions, of such cancellation, reduction, or material change, and that the notice shall be deemed effective on the date delivered to said City Manager as evidenced by properly validated return receipt.

**Commented [G4S/ELW14]:** Due to a change in wording on the Accord form, we can no longer agree to 30 days' notice. We can, however, provide notice in accordance with the policy provisions.

(2) *Civil Rights Coverage:* Insurance provided by Operator under Section 13.A, Commercial General Liability Insurance, must protect CITY, its officers, officials, agents, employees, attorneys, consultants, and volunteers 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.

(3) *Separate Application:* The insurance afforded by Operator shall apply separately to each insured, against whom claim is made, or suit is brought. A separate insured endorsement shall be provided for each policy.

**Commented [G4S/ELW15]:** Our insurance is per occurrence, which I believe meets this requirement. We welcome the opportunity to discuss this further.

(4) *Primary/Non-Contributory Insurance:* The insurance provided by Operator shall provide primary and non-contributory insurance to CITY, its officers, officials, agents, employees, attorneys, consultants, and volunteers to the exclusion of any other insurance or self-insurance program that CITY may carry providing there is no negligence on the part of the City and to the extent of the Operator's obligations under this Agreement with respect to claims and injuries arising out of activities of the Operator or otherwise insured hereunder. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, attorneys, consultants, or volunteers shall not contribute with it. Claims made and modified occurrence policies shall not be accepted.

**Commented [G4S/ELW16]:** G4S' insurance will be primary, but damages and losses caused by the negligence of the City should be covered by the City's insurers.

(5) Insurance companies must be acceptable to CITY and have an A.M. Best Guide Rating of A, Class VII or better, as approved by CITY.

(6) Endorsements limiting coverage to the sole negligence of the insured shall not be accepted.

(7) "Burning limits" or "defense within limits" policies that include the costs of defense and/or litigation within the coverage amounts shall not be acceptable.

J. *Reassessment of Coverage:* At the end of each contract year, or

expiration of Operator's insurance policies, whichever is occurs first, CITY reserves the right to ~~request~~require increased insurance amounts and/or modified

**Commented [G4S/ELW17]:** G4S will need to check with its insurance provider to ensure we are able to comply with any changes to the insurance requirements, and any changes may also effect the rates, so we respectfully request the ability to mutually agree to any revisions to these insurance requirements.

coverages depending upon assessment of the risk of exposure, Operator's past experience, and the availability and affordability of increased liability insurance coverage. Operator shall provide loss history for each policy covering a five (5) year period to date for losses incurred under this Agreement.

K. *Deductibles and Self-Insured Retention:* Any deductibles or self-insured retention must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects CITY, its officers, officials, employees and volunteers; or Operator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Any deductibles incurred by Operator arising from any incident occurring during a contract period will be deemed an operating expense. Nothing in this paragraph is intended to authorize an increase in the not-to-exceed Total Operations Cost provided for in Attachment 1.

L. *Certificates of Insurance and Cancellation:*

(1) All insurance required by this Article shall be procured and maintained, throughout the term of this Agreement, with financially sound insurance companies licensed to do business in the State of California and approved by CITY. Such certificates of insurance and any insurance policies themselves shall contain a provision that CITY shall receive written notice ~~at least thirty (30) days~~ in accordance with policy provisions prior to the cancellation or material change of any of the coverage provided under the policies.

(2) In the event that any insurance described herein or any portion thereof becomes commercially unavailable, Operator shall make commercially reasonable efforts to obtain such replacement insurance as may be available as soon as possible and this Agreement, if applicable, shall be modified in writing accordingly. In the event that adequate insurance becomes commercially unavailable, CITY or OPERATOR may terminate this Agreement upon sixty (60) days prior written notice as a Termination without Cause pursuant to Section 11.E herein.

M. *Waiver of Defenses:* Neither CITY nor Operator shall waive, release, or otherwise forfeit any possible defense CITY or Operator may have regarding Claims arising from, or made in connection with, the operation of the Jail by Operator under this Agreement without the written consent of the other party to this Agreement. CITY and Operator shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses CITY may have regarding litigation, losses, and costs resulting from investigation, claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

N. *Insurance not a Waiver:* CITY does not, and shall not, waive any rights against Operator which it may have by reason of the hold-harmless provisions of this Agreement because of the acceptance by CITY or the deposit with CITY by Operator, of any of the insurance policies described herein. The



hold-harmless provisions of this Agreement shall apply to all damages and claims for damages of every kind suffered, alleged to have been suffered, by reason of any of Operator's activities or any subcontractor's activities, subject to the Operator's obligations under this Agreement, regardless of whether or not the insurance policies required by this Agreement are determined to be applicable to any such damages or claims for damages.

~~Q. Certified Copies of Policies: CITY shall be entitled to receive certified copies of any and all policies maintained by Operator, at Operator's expense. Operator shall provide CITY with the requested certified copy and any and all endorsements of the policy within five (5) days of the request, and the policies must be full and complete policies.~~

**Commented [G4S/ELW18]:** Due to the voluminous and confidential nature of our policies, we are not able to offer to provide copies.

~~P. If Operator maintains higher insurance limits than the minimums shown above, Operator shall provide coverage for the higher insurance limits otherwise maintained by the Operator.~~

~~Q.P. Operator shall not hire any subcontractors without the express written permission of CITY. If Operator hires subcontractors to perform work under this contract, subcontractors shall be responsible to provide the same insurance as required of Operator herein. If any such subcontractor's insurance carrier(s) require there to be an agreement between the subcontractor and the CITY in order to trigger the required coverage, the subcontractor shall be required to enter into an agreement with CITY on terms acceptable to CITY. Operator shall be responsible to collect and maintain all insurance from subcontractors.~~

#### **14. Operator's Corporate Obligations**

*A. Maintenance of Corporate Existence and Business:* Operator shall, at all times, maintain its corporate existence and authority to transact business in good standing in its jurisdiction of incorporation and California. Operator shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have material adverse effect on Operator's ability to perform its obligations under this Agreement.

*B. Non-Discrimination:* Operator shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with any rules and regulations of CITY relating thereto.

*C. Taxes, Liens and Assessments:* Operator shall: (i) not create or suffer to be created, any lien or charge upon the Jail or any part thereof; and (ii) pay or cause to be discharged, within sixty (60) days after the same shall come into force, any lien or charge upon the Jail or any part thereof and all lawful claims or demands for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon the City Building, the Jail, or any part thereof.

D. *City's Facility Representative:* The Chief of Police shall appoint a CITY's Facility Representative for the Jail who shall work for and be paid by CITY. CITY's Facility Representative will be the official liaison between CITY and Operator on all matters pertaining to this Agreement and the services provided hereunder. CITY's Facility Representative may appoint another CITY employee as acting CITY's Facility Representative during his or her absence, and during such time the acting CITY's Facility Representative shall exercise all rights and perform all duties of CITY's Facility Representative under this Agreement.

E. *Right to Audit:* CITY shall, subject to limitations provided by law with respect to rights of privacy, have the right to examine all records of Operator related to the Jail, including without limitation, all financial books and records, maintenance records, employee training records, and Inmate records generated by Operator, its subcontractors or any other related parties in connection with performance of this Agreement. Operator shall make the same available for inspection by CITY or CITY's auditors at any time during normal business hours after reasonable notice during the term hereof and for a period of three (3) years thereafter.

F. *Self-Monitoring:* Operator shall develop and submit to CITY for approval, a detailed plan illustrating how Operator intends to monitor operations of the Jail to ensure compliance with this Agreement.

G. *Monitoring by City:* CITY may, in its discretion, in coordination with CITY's Facility Representative, devise its own checklist or lists for monitoring the quality of Operator's performance with this Agreement and the applicable Minimum Standards and Garden Grove Police Department Policies, and Operator shall cooperate fully with CITY and CITY's Facility Representative in obtaining the requisite information needed to complete such checklists and to assess the quality of Operator performance. Such monitoring by CITY shall not relieve Operator of any of its obligations under this Agreement.

## **15. Representations and Warranties**

A. *Representations of Operator;* Operator, to the best of Operator's knowledge at the time of executing this Agreement, represents and warrants to and for the benefit of CITY with the intent that CITY will rely thereon for purposes of entering into this Agreement, as follows:

(1) *Organization and Qualification:* Operator has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of California with power and authority to own its properties and conduct its business as presently conducted and as proposed to be conducted pursuant to this Agreement.

(2) *Authorization;* This Agreement has been duly authorized, executed, and delivered by Operator and, assuming due execution and delivery by CITY, constitutes a legal, valid, and binding agreement enforceable against Operator in accordance with its terms.

(3) *No Violation of Agreements, Articles of Incorporation or*

*Bylaws*; The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which Operator is a party or by which its properties are bound, or any order, rule, or regulation of any court or any regulatory body, administrative agency, or other governmental body applicable to Operator or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect Operator's ability to perform its obligations under this Agreement, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other, corresponding charter document) or Bylaws of Operator.

(4) *No Defaults Under Agreements*: Operator is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by Operator, under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect Operator's ability to perform its obligations under this Agreement.

(5) *Compliance with Laws*: Neither Operator nor its officers and directors purporting to act on behalf of Operator have been advised, and have no reason to believe, that Operator or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which Operator is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be so in compliance would not materially and adversely affect Operator's ability to perform its obligation under this Agreement.

(6) *No Litigation*: There is not now pending or, to the knowledge of Operator, threatened, any action, suit, or proceeding to which Operator is a party, before or by any court or governmental agency or body, which might result in any material adverse change in Operator's ability to perform its obligations under this Agreement, or any such action, suit, or proceeding related to environmental or civil rights matters; and no labor disturbance by the employees of Operator exists or is imminent which might be expected to materially and adversely affect Operator's ability to perform its obligations under this Agreement,

(7) *Taxes*: Operator has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, and Operator has no knowledge of any tax deficiency which has been or might be asserted against Operator which would materially and adversely affect Operator's ability to perform its obligations under this Agreement.

(8) *Financial Statements:* Operator has delivered to CITY true and correct copies of its financial statements or other financial records that fairly present the current financial position of Operator including but not limited to 5 years of loss history for each policy.

(9) *No Adverse Change:* Since the date of Operator's most recent financial records provided to CITY, there has not been any material adverse change in Operator's business or condition, nor has there been any change in the assets or liabilities or financial condition of Operator from that reflected in such financial records which is material to Operator's ability to perform its obligations under this Agreement.

(10) *Disclosure:* There is no material fact which materially and adversely affects or in the future will (so far as Operator can now reasonably foresee) materially and adversely affect Operator's ability to perform its obligations under this Agreement which has not been accurately set forth in this Agreement or otherwise accurately disclosed in writing to CITY by Operator preceding the date hereof.

B. *Representations of City:* CITY represents and warrants to and for the benefit of Operator with the intent that Operator will rely thereon for purposes of entering into this Agreement as follows:

(1) *Authorization:* CITY has the requisite power to enter into this Operating agreement and perform its obligations hereunder and by proper action has duly authorized the execution, delivery, and performance hereof.

(2) *No Violation of Agreement:* The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of their terms and provisions, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, contract, or other agreement or instrument to which CITY is a party or by which its properties are bound, or any order, rule or regulation or any court or any regulatory body, administrative agency or other governmental body applicable to Operator or any of its properties, except any such contract, breach, or default which would not materially and adversely affect CITY's ability to perform its obligations under this Agreement.

(3) *No Litigation:* There is not now pending or, to the knowledge of CITY, threatened, any action, suit or proceeding to which CITY is a party, before or by any court or governmental agency or body, which might result in any material adverse change in CITY's ability to perform its obligations under this Agreement.

(4) *Disclosure:* There is no material fact which materially and adversely affects or in the future will (so far as CITY can now reasonably foresee) materially and adversely affect CITY's ability to perform its obligations under this Agreement or which might require changes in or additions to the Operation and Management Services that would increase the cost to Operator of providing such services, which has not been accurately set forth in this Agreement or otherwise

accurately disclosed in writing to Operator by CITY prior to the date hereof.

**16. Conditions**

A. *Insurance:* As a condition precedent to the effectiveness of this Agreement, Operator shall provide, to CITY, Certificates of Insurance, endorsements, binders or other proof of insurance, acceptable to CITY in its sole discretion, evidencing all insurance coverage required by **Section 13**, Insurance. Operator shall make every effort to provide all insurances and endorsements in a timely manner.

**17. Notices**

A. *Notices:* Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Operator's regular business hours or by facsimile before or during Operator's regular business hours. Delivery by facsimile shall be confirmed by sending a copy of the faxed notice to the other party by first class U.S. mail, postage prepaid, within forty-eight (48) hours of the delivery by facsimile; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

*City of Garden Grove:* Chief of Police  
Garden Grove Police Department  
11301 Acacia Parkway  
Garden Grove, California 92840

With Copy to:

City Manager  
City of Garden Grove  
P. O, Box 3070  
Garden Grove, California 92842

*Operator*  
G4S Secure Solutions (USA) Inc. Attn:  
Managing Counsel, Contracts  
1395 University Blvd.,  
Jupiter, FL 33458  
CONTRACTS@USA.G4S.COM  
Fax: 561-691-6680

With Copy to:  
XXXXXXX  
General Counsel  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

## 18. Miscellaneous Provisions

A. *Binding Nature:* This Agreement shall not be binding upon the parties until it is approved and executed by both parties. This Agreement after properly approved and executed by the parties, shall inure to the benefit of CITY and Operator and shall be binding upon CITY and Operator and their respective successors and assigns, subject to the limitations set forth in Section 18.L, Assignability, and elsewhere in this Agreement.

B. *Invalidity and Severability:* In the event that any provision shall be null and void, the validity of the remaining provisions of this Agreement shall not in any way be affected thereby.

C. *Terminology and Definitions:* All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and plural shall include the singular.

D. *Jurisdiction:* Any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in the County of Orange, State of California.

E. *Attorney's Fees:* In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs.

F. *Law of California:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. *Entire Agreement:* This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement,

H. *Amendment:* No changes to this Agreement shall be made except upon written agreement of both parties.

I. *Headings:* The headings used herein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation of this Agreement.

J. *Waiver:* No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right. The remedies provided in this Agreement are cumulative and

non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

*K. Counterparts:* This Agreement may be executed in any number of, and by the different parties hereto, on separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

*L. Assignability:* This Agreement is made on the express condition and understanding that Operator's personal services are a substantial inducement to CITY for entering into this Agreement. Therefore, this Agreement may not be sold, transferred or assigned by Operator, or by operation of law, to any other person or persons or business entity, without CITY's prior written permission. Any such sale, transfer or assignment without prior written permission, may be deemed by CITY to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

*L-M. F*  
ORCE MAJEURE: Operator shall not be liable for any failure or delay in performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond Operator's reasonable control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor activity or strike, court order or any other cause outside Operator's exclusive and direct control.

**Commented [G4S/ELW19]:** Whilst G4S will make every effort to provide continuity of service, there may be circumstances outside of our control where this is particularly challenging. Therefore, G4S respectfully requests a force majeure provision.

*M-N. Signatures:* Each person executing this Agreement on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for which he/she is signing and that such party is bound to the rights and by the obligations set forth in this Agreement by such signature.

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(Agreement Signature Block On Next Page)

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first set forth above.

"CITY"  
CITY OF GARDEN GROVE  
Inc

"OPERATOR"  
G4S Secure Solutions (USA)

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Manager Sr. Vice President

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney