

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
G4S SECURE SOLUTIONS (USA) INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of June, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and G4S SECURE SOLUTIONS (USA) INC., a Florida corporation registered to do business in California ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide jail services at the City's Type I Jail Facility, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal and Staffing Addendum, attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide the services set forth herein in accordance with this Agreement, the requirements set forth in Exhibit A and all exhibits attached hereto, and all applicable local, state, and federal laws, rules, regulations, policies and procedures, including but not limited to Costa Mesa Police Department policies and procedures and the Costa Mesa Police Department Jail Manual.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to

the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

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

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

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's total compensation for each year of the term of this Agreement shall be as follows:

- a. For the first year of the term, Contractor's compensation shall not exceed Eight Hundred Fifty-One Thousand Two Hundred Sixty Dollars and Eighty Cents (\$851,260.80).
- b. For the second year of the term, Contractor's compensation shall not exceed Eight Hundred Eighty-Seven Thousand Four Hundred Ninety Dollars and Twenty-Four Cents (\$887,490.24).
- c. For the third year of the term, Contractor's compensation shall not exceed Nine Hundred Twenty-Four Thousand Ninety-Eight Dollars and Twenty-Four Cents (\$924,098.24).
- d. If City and Contractor desire to exercise the extension options set forth herein, City and Contractor shall negotiate the appropriate compensation for each extension period. Any increase to Contractor's compensation shall be based upon wage increases for Contractor's personnel that are consistent with market rates and all applicable laws and regulations.

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

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

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for

termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

Contractor may terminate this Agreement with cause only if City is in breach of the Agreement in any material respect and fails to cure or commence to cure such breach within thirty (30) days following receipt of written notice from Contractor of a material breach and demand to cure. If City fails to cure or reasonably commence to cure said breach within the thirty (30) day period, then Contractor may give a minimum of ninety (90) days' written notice to City of its intent to terminate this Agreement. Contractor may terminate this Agreement upon one hundred twenty (120) days' written notice to the City if performance of Contractor's obligations under this Agreement become commercially impractical including changes in legislative or regulatory requirements affecting performance of the services or if business factors such as changes in level or type of service required by the City that Contractor is unable to meet.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) General liability insurance, with a policy limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence and aggregate. The general liability policy shall protect against losses, including bodily injury, death and property damage, arising in connection with the performance of this Agreement. Such policy shall include coverage for discrimination, violations of civil rights, and sexual abuse.
- (b) Property insurance with "all risk" coverage for the full replacement value of the property. City shall be named as the loss payee on such policy. Contractor's insurer shall waive all rights of recovery against City.
- (c) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (d) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (e) Professional liability insurance with a policy limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence. Such policy shall not contain any exclusions for discrimination and/or civil rights violations. For any policy written on a "claims made" basis, Contractor shall maintain said policy in full force and effect during the term of this Agreement and for a period of at least three (3) years from the termination of this Agreement. In the event of termination, cancellation, or material change of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing services pursuant to this Agreement. Such coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining a separate extended "tail" coverage with the present or new insurance carrier. Contractor shall provide evidence of such coverage to the City.
- (f) Fidelity insurance with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and aggregate. Such insurance shall include client coverage and City shall be listed as a joint payee.

5.2. Endorsements. The commercial general liability insurance policy and business

automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

IF TO CONTRACTOR:

G4S Secure Solutions (USA) Inc.
2300 East Katella Ave., Suite 150
Anaheim, CA 92807
Tel: (714) 939-4900
Attn: Mark Tsuji

Courtesy copy to:

G4S Secure Solutions (USA) Inc.
1395 University Blvd.,
Jupiter, FL 33458
Attn: Legal Dept, Contracts
Or, contracts@usa.g4s.com

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5603
Attn: Captain Bryan Glass

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

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

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, agents, and employees (hereinafter collectively referred to as "Indemnitees"), from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (hereinafter collectively referred to as "Claims"), whether or not suit is actually filed, and any judgment rendered against City or City's elected or appointed officials, officers, agents, or employees, including, without limitation, attorneys' fees, that may be asserted or claimed by any person, firm, or entity arising out of or in connection with any claimed or actual negligent acts or omissions in the performance of the work, operations, or activities of Contractor, its agents, employees, subcontractors, suppliers, or invitees.

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

Contractor's indemnification and defense obligations set forth herein include, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, state, or local law, regulation, rule, policy, or procedure, allegations of violations of Contractor's or its subcontractors' personnel practices, and allegations of any injury to an employee of Contractor or any subcontractor performing work or labor necessary to carry out the provisions of this Agreement.

The defense and indemnification obligations set forth in this Section shall not be construed to negate, abridge, or otherwise reduce any other indemnify obligation Contractor may owe to the City which may otherwise exist. If any judgment is rendered against any of the Indemnitees in any such action, Contractor shall, at its sole expense, satisfy and discharge the same.

This Section shall survive termination or expiration of this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur

any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes

or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

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

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

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

Agreement.

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

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

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

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

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

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

[Signatures appear on following page.]

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

CONTRACTOR

Mark Tsuji
Signature

Date: June 27, 2018

Mark Tsuji, Senior Vice President
[Name and Title]

[REDACTED]
Social Security or Taxpayer ID Number

CITY OF COSTA MESA

Thomas Hatch
Thomas Hatch
City Manager

Date: 6/27/18

ATTEST:

Brenda Green 6/27/18
Brenda Green
City Clerk



APPROVED AS TO FORM:

Thomas Duarte
Thomas Duarte
City Attorney

Date: 06/27/18

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 6/26/18

APPROVED AS TO CONTENT:

Bryan Glass
Bryan Glass
Project Manager

Date: 062518

DEPARTMENTAL APPROVAL:

By Glass off, Acting COP
Robert Sharpnack
Police Chief

Date: 062518

APPROVED AS TO PURCHASING:

Kelly Telford
Colleen O'Donoghue **KELLY TELFORD**
Assistant Finance Director

Date: 6/26/18

EXHIBIT A
SCOPE OF WORK

ATTACHMENT A

SCOPE OF WORK FOR JAIL SERVICES

I. SUMMARY

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

Historical bookings for the Jail over the last three years is:

	<u>2015</u>	<u>2016</u>	<u>2017*</u>
Males	3,096	3,188	2,822
Females	723	887	745
Juveniles	92	99	70
Total	3,911	4,174	3,637

* As of Nov. 5, 2017

II. GENERAL INFORMATION

The services provided by the Contractor shall comply with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facilities, and shall include furnishing all required supervision, labor, clothing, and associated equipment and staff training. Contractor must be duly licensed in accordance with all security industry requirements for the State of California. If selected, the contractor must obtain a valid City of Costa Mesa business license. Custody officer services shall be provided twenty-four hours per day, seven-days per week, and 365 days per year.

III. PROJECT INTENT

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

IV. COSTA MESA POLICE TYPE I JAIL FACILITY OPERATIONS

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

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

V. STAFFING REQUIREMENTS

The staffing requirements for the City's Jail Facility consist of staffing the required positions for the contract and within the Jail Facility, the establishment of a retention plan with a progressive salary scale for each position within the Jail facility (i.e., Supervisor, Shift Lead, and Custody Officer), and quarterly or bi-monthly recruitments consisting of interviews and backgrounds.

The required positions for the SOW are an Account Manager, Supervisor, Shift Leads, and Custody Officers.

A. Account Manager: The Contractor shall designate an employee to be responsible for acting as a liaison between the Contractor and City. The responsibilities of the positions will be to monitor the performance of the Supervisor, Shift Leads, and Custody Officers. It will also be the responsibility of the Account Manager to ensure the required staffing levels are maintained through both the retention and recruitment plans provided by the Contractor.

B. Supervisor: The Contractor shall designate one custody officer position as the Post Commander/Supervisor. The responsibilities of this position shall include direct supervision of custody personnel and the coordination of custody operations and training on all shifts. In addition, the position is responsible for record keeping, safety and equipment inspections, facility inspections by governing entities and enforcement of all applicable local and state laws, department policies and mandates. The City's representative must approve of the person selected to fill this position. The Post Commander/Supervisor must be able to perform the duties of the custody officer and possess a working knowledge of the laws governing the operation of a Type I Jail Facility. The Post Commander/Supervisor must have a minimum of three years of prior experience with a similar facility.

C. Shift Lead: The Contractor shall designate three custody officer positions as Shift Leads. One Shift Lead will be assigned to each shift. The Responsibilities of this position shall include providing direction and oversight to the other Custody Officers assigned to the designated shift. The Shift Lead must meet the requirements and be able to perform the duties of the custody officer position.

D. Custody Officer: The Contractor shall designate seven custody officers to fulfill staffing needs. The custody officer shall:

1. Be either commissioned or non-commissioned in the State of California
2. Be at least 21-years of age
3. Have a High School Diploma/GED, or better
4. Have a valid California driver's license
5. Have Custody Protective Officer training
6. Meet all minimum screening and background checks required for custody officers
7. Complete required training and orientation mandated in this agreement for custody officers
8. Be First Aid and CPR trained and qualified
9. Have good written and oral communication skills
10. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place
11. Be responsible for prisoner tracking and booking information
12. Have a professional appearance
13. Be physically able to perform all aspects of the assignment

14. Provide favorable references from previous employers
15. Have an acceptable, prior military check of DD form 214 (if applicable)
16. Have a current social security card
17. Have a current green card (if applicable)
18. Be willing to take a drug test at any time and pass

Personnel to be considered for custody officer service shall receive an initial screening and background check by Contractor, at Contractor's expense. Selection of custody officer personnel shall include consideration of character traits, motivation, and ability to perform the mental and physical tasks normally required of custody officer personnel

After thorough screening and interviewing by the Contractor, the applicant shall be interviewed by a representative of the City, and the City will have final approval of Contractor personnel assigned to the City

Contractor shall institute a procedure for performing background checks that includes but is not limited to:

- a. **Employment/Qualifications Verification:** Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances. Also verify periods of unemployment.
- b. **Education:** Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
- c. **Drugs:** Conduct a drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.
- d. **Reference Check:** Conduct a minimum of two personal reference checks.
- e. **DMV Check:** Verify that the applicant has a driving record that reflects reasonable care and judgment. There should be no convictions for moving violations showing disregard for public safety.
- f. **Criminal History:** Conduct a local criminal history check to verify the applicant has no felony convictions. Additionally, the applicant must pass the Live Scan finger printing process.
- g. **Wants and/or Warrants:** Applicant must be clear of any outstanding warrants, any prior felony arrests and any crime involving moral turpitude within five (5) years preceding the date of the application. The applicant may not be on probation or parole for any offense.
- h. **Credit Check:** Conduct a standard credit check to determine financial responsibility. Interview all raters who have given a negative review.
- i. **Psychological Review:** All custody officers must be found to be free from any emotional or mental condition which might adversely affect the exercise of their duties as determined by a licensed psychologist who has a doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders. The custody officer must be found to be free from job-relevant psychopathology, including personality disorders, and a minimum of two objectively scored psychological tests must be used to assess psychological suitability, one normed in such a manner as to identify patterns of abnormal behavior and the other geared toward assessing dimensions of normal behavior. A clinical interview is also required if the test results are inconclusive or suggest that the candidate should be disqualified.

Background checks and packets shall be furnished to the City for review within two weeks of the applicant being interviewed and approved by the City representative.

No custody officer working for the Contractor will be allowed to work under this agreement unless he/she is approved by the City. Contractor shall submit to the City and maintain a list of its employees' names that have been cleared and are or will be assigned to the Costa Mesa Police Department's Type I Jail Facility. A list

should be created, by the Contractor, which includes at least two employees who can fill potential vacancies. Employment applications for each employee will also be submitted to the City.

All employees of the Contractor who are not assigned to work at the Costa Mesa facility must comply with all security rules in place when visiting the City.

Custody officer personnel shall be trained, uniformed and supervised. Contractor shall provide the uniform and all other items of clothing and apparel, as required. Uniforms are to be at City's election.

Upon termination of a custody officer, Contractor will recover all keys, identification badges, gate remotes, and parking passes from such custody officer. All items belonging to the City will be turned in immediately upon termination.

Contractor agrees to remove immediately, all employees, at any location, who fail to follow establish department or state procedures and/or who are deemed by the City to be unfit to perform assigned tasks.

Contractor shall institute a plan to maintain a competitive salary schedule for each Custody Officer for retention purposes.

VI. TRAINING

Contractor shall comply with all applicable training requirements of Title 15 (Minimum Standards for Local Detention Facilities) of the California Code of Regulations, including requirements relating to training of supervisors and custody officers.

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

1. Orientation to the City of Costa Mesa Police Department
2. Operation liabilities
3. Minimum standards
4. Classification and segregation of inmates
5. Emergency procedures
6. Suicide prevention
7. Fire safety
8. Transportation of prisoners
9. Booking and release procedures, which include the automated booking system (JMS—Jail Management System) and Live Scan
10. Security and control
11. Reports and data entry
12. Handling confidential information
13. Court testimony
14. Sexual Harassment
15. Violence in the Workplace
16. Prison Rape Elimination Act
17. All custody officers shall complete eight hours of specialized training required by Title 15 and Title 24 of the California Code of Regulations. Such training shall include, but not be limited to:

- a. Applicable minimum jail standards
- b. Jail operations liability
- c. Inmate segregation
- d. Emergency procedures and planning
- e. Suicide prevention
 - i. Such training shall be completed as soon as practical, but in any event not more than six months after the date of assigned responsibility. Eight hours of refresher training shall be completed once every two (2) years. In accordance with the initial training, Contractor will continue to provide on-going training. The necessary training will be provided at Contractor's expense. The Post Commander shall record and retain a copy of each employee's training record on site for inspection by the City's representative.

VII. SCHEDULING REQUIREMENTS

1. The Contractor shall maintain an adequate number of qualified personnel to perform the custody officer requirements. Contractor will fill any absence or vacancy immediately, to ensure that minimum staffing is retained at all times.
2. The Contractor shall provide additional staffing for special events and/or designated holidays, such as the Orange County Fair, DUI checkpoints, 4th of July, New Year's Eve, etc. The exact hours and shifts shall be determined by the City and reported to the Contractor. Sufficient notice shall be given to the Contractor allowing for the appropriate scheduling.
3. Contractor agrees to staff the Costa Mesa Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing 24-hours per day, seven-days per week, and 365-days per year through four designated shifts. This consists of two custody officers per shift and at any given time. Optimal staffing is one male and one female custody officer on duty at all times. Specific schedules will be determined by the needs of the City. In addition, Contractor shall maintain the availability of at least one additional trained officer for temporary deployment when needed, to fill any vacancy, within two hours. The City shall not be responsible for any potential "on-call" costs.
4. Contractor will provide adequate staffing to facilitate the booking, housing, transportation, and other associated tasks that go along with processing the aforementioned volume of inmates.

VIII. UNIFORMS

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

IX. SECURITY AND CONTROL

Contractor shall be responsible for providing prisoner security within the Costa Mesa Police Department's Type I Jail Facility and during transportation by Contractor personnel in accordance with applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders, the California Corrections Standards Authority, the Costa Mesa Police Department Manual, and the Costa Mesa Police Department Jail Manual whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. Regular security inspections of the facility and prisoners will be conducted and documented as required by the City. The Contractor's security measures may be reviewed, on a regular basis, to include facility control, internal and external security, search and seizure practices, and emergency procedures.

X. EMERGENCY PROCEDURES

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

XI. USE OF FORCE

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

XII. RECORDS

Contractor shall be responsible for the timely completion of all inmate and related records as required by the City and applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. Contractor shall be responsible to maintain all related records to be in compliance with all County and State regulations and inspections. All such records remain the property of the City of Costa Mesa.

XIII. RISK MANAGEMENT

Contractor shall be responsible for identifying risk and exposures and the implementation of a risk management program to deal effectively with them. Major emphasis should be placed upon personal safety, control and search procedures, and biohazard issues related to the handling of prisoners. Custody supervisor shall be present during all facility inspections and audits conducted by governing entities.

XIV. HEALTH AND SAFETY

Contractor shall operate the Costa Mesa Police Department Type I Jail Facility in compliance with all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders and the California Corrections Standards Authority, whether now in effect or hereafter affected or implemented, relative to safety and general operations. Regular safety inspections will be conducted and documented as required by the City. The Contractor will retain on file all completed inspection forms and other related documents for review.

XV. MAINTAINANCE OF TYPE I JAIL FACILITY

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

XVI. USE OF TYPE I JAIL FACILITY

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

XVII. SANITATION AND HYGIENE

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

XVIII. FOOD SERVICES

The Contractor's staff will provide food services to all inmates. The meals provided shall adhere to the applicable Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders, the California Corrections Standards Authority, the Costa Mesa Police Department Manual, and the Costa Mesa Police Department Jail Manual, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility.

XIX. PROPERTY

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

XX. GRIEVANCE PROCEDURE

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

XXI. INMATE SERVICES

The Contractor will be responsible for supplying, at the Contractor's expense, and providing all required bedding materials as mandated through Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders the California Corrections Standards Authority, the Costa Mesa Police Department Manual, and the Costa Mesa Police Department Jail Manual, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. .

XXII. CORRESPONDENCE

The Contractor shall allow inmates telecommunication access with Minimum Standards specified by all applicable Federal and State requirements, laws and regulations, applicable court orders, the California Corrections Standards Authority, the Costa Mesa Police Department Manual, and Costa Mesa Police Department Jail Manual, whether now in effect or hereafter affected or implemented as applicable to the Type I Jail Facility. The inmate telecommunications services, which include City-owned telephones required for use as outlined in section 851.5 of the California Penal Code, and the payphones inside each regular housing cell, will be provided, maintained, and serviced at the expense of the City.

XXIII. MEDICAL ATTENTION AND MEDICAL CLEARANCES

Contractor's staff shall ensure that a full medical screening questionnaire is filled out, from the onset of the booking process, for each inmate screened in the pre-booking process. If there is medical concern(s) that would

preclude the booking of an inmate, as outlined in the Costa Mesa Police Department Jail Manual, the booking will be refused and the arresting officer or transporting officer will be directed to obtain a medical clearance, from a licensed physician, prior to acceptance of the inmate or officer will be required to book the inmate at another custody facility.

XXV. CITY CUSTODY VAN

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

XXVI. TRANSPORTATION

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

XXVII. ADDITIONAL SERVICES

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

EXHIBIT B
CONTRACTOR'S PROPOSAL

G S



POLICE
ENTRANCE
714-754-5252



City of Costa Mesa
Stephanie Urueta, RFP Facilitator
City Hall, Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200
stephanie.urueta@costamesaca.gov

JAIL SERVICES
RFP No. 18-06

December 13, 2017

G4S Secure Solutions (USA) Inc.
Jorge Villaverde, General Manager
2300 East Katella Avenue, Suite 150
Anaheim, CA 92807
714-939-4900
jorge.villaverde@usa.g4s.com



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Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

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Vendor Application Form and Cover Letter

December 13, 2017

Stephanie Urueta
RFP Facilitator
City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

RE: RFP No. 18-06 JAIL SERVICES

Dear Ms. Urueta,

On behalf of our dedicated Orange County office staff, we appreciate the opportunity to submit our proposal to provide jail custody services for the City of Costa Mesa's Type I Jail Facility. G4S currently provides Custody Officer Services to the City of Costa Mesa and other Southern California Police Departments, and we strongly believe that we can offer the City a cost efficient, yet quality solution to its current operating cost challenges.

Our primary objective is to provide highly qualified and trained personnel to meet the City's goal of maintaining a professional jail service program while having the operation transition from in-house to contract be seamless.

This objective includes the following goals that comprise our overall solution:

- The staffing of CMPD Custody Officer Positions with G4S' premier Custom Protection Officer® Program, the most qualified and highest caliber of officers in the industry.
- Providing documented efforts to recruit, hire and train a Jail Supervisor (internal or external candidate) who has, at minimum 3 years' experience operating within a similar working environment.
- Providing comprehensive and documented background checks that meet or exceed all background check requirements set out in the RFP.
- Provide state standard training required for all Custody Officers to operate in a Type I Jail Facility including Title 15, Article 3, Training, Personnel and Management, Section 1020 and Section 1021.
- Provide 40 hours of G4S mandated internal training for all Custom Protection Officers
- Provide 50 hours of instruction material taken from Costa Mesa Police Department Jail Manual.
- Provide 200 hours of Standards & Training for Corrections (STC training), including annual refresher training and 8 hours of CMPD policy.
- Operate in compliance with State statute 6031.6 CPC mandating operational procedures for privately operated jail facilities.



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- Provide competitive wages, benefits and incentive plans for all officers including Medical, Dental and Vision programs, 80 hours of annual vacation hours per employee, and much more.

A key element to our established success lies in our commitment to provide our clients with consistently superior security and custody services. Our local management team endeavors to understand each of our client's unique objectives so that we can better serve them. We encourage you to follow-up with our references which include the Irvine, La Habra, Azusa, Beverly Hills and Whittier Police Departments to name a few. Throughout California and Arizona, G4S provides detention officer services, including transportation, to the Department of Homeland Security-Immigration and Customs Enforcement (ICE).

We have made efforts to provide a fair and equitable cost proposal to ensure the highest quality of service will continue to be provided to the Costa Mesa Police Department (CMPD). Our proposal provides a basic overview of our service delivery to allow CMPD the opportunity to evaluate the cost savings and benefits associated with contracting jail services.

The service address for the G4S office nearest to the CMPD and the office where project management will be housed from is:

G4S Orange County
2300 East Katella Avenue, Suite 150
Anaheim, CA 92807
714-939-4900 (Office)

This proposal will be valid for 180 days from submittal. If you have any questions, please feel free to contact me at 714-939-4900 or jorge.villaverde@usa.g4s.com.

Regards,

Jorge Villaverde
General Manager
Orange County Area Operations



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Background and Project Summary Section

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

Since 2013, G4S has provided Costa Mesa Police Department's Jail with custody services officers, providing arrestee booking, live scan administration, safety inspections, Title 15 Training, and transport services. 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 requirements outlined in section on Staffing Requirements and we will fulfill these requirements by retaining and recruiting additional personnel into our Custom Protection Officer Program.

G4S is experienced in hiring both male and female personnel that qualify under G4S requirements to work in this environment and are recruited to handle both male and female inmate intake at other facilities in which we provide these services.

Background Checks

G4S has reviewed all staffing requirements and our background check requirements meet or exceed these requirements. G4S standard background checks outlined on page 32.

Training

G4S meets and exceeds all training requirements outlined in the Training section. For more information on our training plan, please see page 8 of our proposal.

Food, Linen and Cleaning Services

In reference to sections on Maintenance of Type I Jail Facility, Sanitation and Hygiene, Food Services, and Inmate Services, G4S is compliant under the current contract. G4S is experienced in the issuance of food and linens on a daily basis at all other Type I facilities we currently operate within. We also have experience administering food services provided that all items are purchased by the City.

Scheduling

G4S agrees to continue staffing the Costa Mesa Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing year-round, 24-hours per day, seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City. In addition, G4S shall maintain the availability of at least one additional trained officer for deployment when needed, to fill any vacancy, within two hours. G4S will also provide services for sobriety checkpoints and event services to support the department when needed.



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Transportation

G4S has extensive experience handling transportation needs for a number of our local police department clients and federal clients. Transportation services will use a City Custody Van 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 CPOs can operate vehicles under 10 total passengers. Vans with 10 or more total passengers require a Class B licenses, which has additional costs.

Compliance

It is G4S' experience in our contract operations at current police department jail facilities to operate as a Type I Jail Facility and in compliance with State statute 6031.6 CPC, which mandates privately operated jails, under contract to public entities 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 Costa Mesa would also be in full compliance.

Method of Approach

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

As the City of Costa Mesa's incumbent contract security provider, G4S' transition approach will not require the components for a new start-up program. Over the years, wage rates have not increased and this has resulted in a significant number of assigned officers obtaining higher paying jobs in the area. To ensure full staffing at all times, G4S will:

- Recommend an additional Custody Officer position to cover vacations, call offs, etc.
- Hold recruitment drives in tandem with the Police Department as needed to fill any vacancies or anticipated vacancies. Recruitment will also be ongoing while openings exist.

Below are G4S' implementation tasks:

Week 1

- Post jobs both internally and externally. We will advertise the positions through our Career Center, Indeed, Craigslist for 7 days in Orange County, Los Angeles County, and the Inland Empire to obtain the maximum applicant flow in order to select the best candidates available.
- We will review applications daily to shortlist the best prospects and schedule vetted applicants for panel interviews.

Week 2

- Panel interviews will be conducted in Los Angeles on Tuesday or Wednesday (both days



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if required). We will ask the PD to be in attendance.

- Selected candidates will be sent for drug screen to continue the hire process.
- Candidates will then be sent to CMPD after the drug screen result to Livescan at the police department.
- Prior to assignment, G4S will assemble and submit background binders to CMPD that contain the following:
 1. Fully completed background and application.
 2. Proof of education. Transcripts are required as they will not accept a copy of the diploma.
 3. Drug screen & Physical results
 4. Proof of US Citizenship
 5. MMPI and Clinical evaluation with Costa Mesa PD psychologist at a cost of approximately \$250 to G4S.

Week 3

- Candidates undergoing background investigation will attend G4S CPO training.

Week 4

- Once the background is completed, the background investigation binders will delivered to CMPD for approval and to start OJT.

2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

G4S has specific directives for new hire recruitment, selection and screening in our Human Resource policies and procedure manuals. These include recruiting and selection procedures; interviewing, basic qualifications and background screening procedures; and new hire placement procedures that will ensure that G4S adheres to the City's citizenship policies and regulations.

G4S will only consider individuals for employment who meet the following:

- *Be a citizen of the United States*
- *At least 21 years of age. All applicants shall be able to withstand the physical demands of the job and be capable of responding to emergency situations.*
- *Be a high school graduate or have a General Educational Development (GED), or equivalency.*
- *Be able to read, write, and speak the English language fluently*
- *Be free from conviction of any felony*
- *Be free from conviction of any misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g) (9) of the United States Code.*
- *Good health, emotionally stable, mentally alert and able to perform job responsibilities*



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- *Possess a dependable and reliable work and character background that indicates an ability to work harmoniously with others*
- *If served in the military service, received an Honorable Discharge as specified in DD-214*
- *Must not have been terminated from any previous employment for other than honorable circumstances, unless documented extenuating circumstances can be demonstrated*
- *Provide a contact telephone number, have access to reliable transportation, and be available in an emergency*
- *Possess the capacity to acquire a good working knowledge of all aspects of the job.*
- *Able to operate under stressful situations*
- *Possess basic computer skills and/or security systems knowledge as required by the position*



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Position and Staffing Post Requirements

The following model is a proposed jail staffing model and can be adjusted to fit the needs of CMPD and its staff.

(11) G4S Contracted Officers:

- (1) G4S Jail Supervisor @ 40 Hours Per Week
- (3) G4S Lead Custody Officers (Shift Leads) @ 120 Hours Per Week
- (7) G4S Custody Officers @ 280 Hours Per Week

Proposed Staffing Model

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours Per Week
Day Shift								
G4S Jail Supervisor	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500			40
Custody Officer 1		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500		40
Custody Officer 2	filled by CO #5		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	40
Swing Shift								
Lead Custody Officer 1	1500-2300	1500-2300	1500-2300			1500-2300	1500-2300	40
Custody Officer 3	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300			40
Custody Officer 4		1500-2300	1500-2300	1500-2300	1500-2300	1500-2300		40
Custody Officer 5	0700-1500			1500-2300	1500-2300	1500-2300	1500-2300	40
Night Shift								
Lead Custody Officer 2	2300-0700	2300-0700			2300-0700	2300-0700	2300-0700	40
Custody Officer 6	2300-0700	2300-0700	2300-0700	2300-0700	2300-0700			40
Custody Officer 7			2300-0700	2300-0700	2300-0700	2300-0700	2300-0700	40
Off Day Coverage								
Lead Custody Officer 3			2300-0700	2300-0700	1500-2300	0700-1500	0700-1500	40
* No Lead Coverage on Thursday 1500-2300 but three jailers on duty								440



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Training Plan

G4S uses a training plan for all assigned security officer and supervisory personnel that is subject to review and approval by the COR. This plan includes pre-assignment classroom, State-mandated training, Government-provided training, on-the-job training, and annual refresher training. These courses are a combination of instructor led, hands-on and online via our Learning Management System.

Component	Hours	Description
Pre-Assignment (Classroom instruction from certified instructors)	200 Hours STC (within 1 year of assignment) 40 Hours of G4S In-House Training	33 learning programs in the following categories: Introduction to General Security Dale Carnegie Customer Service Program Basic Preparedness Life Safety Legalities Integrity Professional Communications Physical Security Interpersonal Relations Proper Bureau techniques for guarding inmates Use and application of restraints Use of Force
On-the-Job Training (OJT)	40	On post, application of classroom-taught lessons Integrity Learning site-specific security per post orders Proper Bureau techniques for guarding inmates Tactics and Positioning Use and application of restraints Hospital/Med Center Tour and Orientation
Annual In-Service Training	24	SCT Training Program topics

In addition, G4S security personnel will complete a City-approved Initial Training program consisting of approximately 50-hours of instruction from the Costa Mesa Police Department Jail Manual, plus on-going training to ensure custody officers stay updated with changes in custody operations and safety issued.



Securing Your World

Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

Quality Assurance

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

The mission of the G4S Quality Assurance (QA) Program is complete ***Customer Satisfaction through Flawless Execution***. Our robust program is designed to validate service performance, create efficient and effective operations, ensure contract compliance and enable ongoing program enhancement.

Our ISO-certified program is institutionalized across the organization and includes a formal QA Steering Committee. The committee is comprised of personnel from our branch offices and corporate headquarters to oversee the program to provide program compliance and facilitate enhancements. Our program begins with stringent **Personnel Compliance** protocols and functions within our operational structure to provide **Satisfaction Assurance**. We then take the extra step of soliciting internal and external **Validation Processes** of our program and utilize all feedback to drive **Continuous Improvement**.

Personnel Compliance

G4S maintains comprehensive policies and processes to attest that quality personnel are recruited, vetted and trained prior to assignment. G4S Human Resource Department and North America Training Institute have received and maintain ISO-certification to standardize and substantiate our protocols. The elements below are reviewed on an annual basis to ensure they are current and remain applicable to our ever-changing market.

- **Sourcing** – Dynamic recruiting and hiring criteria for each position is facilitated through the G4S online Career Center. Our Applicant Tracking System (ATS) assures clients that we are hiring effectively from the start to maximize retention throughout the life of the contract.
- **Vetting** – G4S conducts the most rigorous pre-employment screening process in the industry via our Compliance & Investigations Department which further verifies the caliber of our candidates.
- **Development** – Certified training managers at the corporate and local level provide G4S- and client-specific training to ensure that personnel are fully prepared to execute the duties and responsibilities of a G4S Security Officer. This data can be viewed online at any time via G4S Insight, our online security management portal.
- **Presentation** – Through training, stringent appearance guidelines and corporate-issued uniforms, our officers present an image that is a positive reflection of not only G4S, but most importantly, our customers.

Satisfaction Assurance

G4S has a comprehensive and proven operational plan to confirm all aspects of service are provided in a manner that guarantees customer satisfaction. The operational plan focuses on:

- **Support** – Customer service is a key element to providing a sound operational program. Clients receive multiple layers of support at the local, regional and corporate level to establish and maintain ongoing communication.
 - G4S Area Offices employ local managers and supervisors who are empowered to provide support to local client contacts.
 - The G4S 24/7 Communication Center provides clients access to trained G4S personnel who support after-hours needs.
- **Procedures** – Standardized policies and procedures are the foundation of our program, as they support consistent and reliable execution of our duties.
 - Post Orders – Mutually agreed upon procedural guidelines and policies for each post are maintained throughout the term of the contract. A secure copy of the Post Orders is available on the G4S Secure Trax® platform to facilitate a current and complete copy for personnel.
 - Labor Scheduling System – G4S’ software platform supports the critical function of scheduling personnel to meet individual customer staffing requirements. Automated prerequisites confirm officer qualifications and certifications prior to post assignment.
 - Time & Attendance – G4S verifies post coverage at each site through the Secure Trax automated officer check-in/check-out function. Clients have the ability to monitor the arrival/departure times of their security posts via G4S Insight.
 - Invoicing – G4S’ Labor Scheduling and Time & Attendance systems are fully integrated to provide accurate invoices and officer payroll. Invoice reports can be generated real-time through G4S Insight to provide clients complete financial transparency.
- **Inspections** – Multi-level assessments are conducted to ensure quality operations across the organization.
 - Announced and unannounced site visits are regularly conducted by local management during each shift to confirm post compliance, conduct additional training as needed and mentor personnel for ongoing development. Inspections are documented via Secure Trax and available for review on G4S Insight.
 - Customer-specific safety and security inspections are conducted via Secure Trax and are documented and communicated real-time on G4S Insight. All inspections are conducted in accordance with specific Post Orders for each location.

Validation Processes

To ensure client satisfaction and complete operational and financial transparency, G4S maintains internal and external validation processes.

- **External Validation**
 - **American Systems Registrar (ASR)** is an established third party auditor to attest G4S policies and procedures are adhered to and that customer standards are met. ASR conducts annual audits of each G4S function certified under ISO 9001:2015.



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- **SAFETY Act Designation** is a testament to our focus on consistent and documented operational activities.
- **Customer Communication** – Providing ongoing communication is the start of a quality program; however, soliciting feedback is how we continually assess customer satisfaction and the effectiveness of the operational plan.
 - G4S conducts at least monthly communication with local client management.
 - Quarterly Business Review Meetings are conducted with local and regional G4S and client management to review and discuss account operations. This is the forum to report account-specific Key Performance Indicators and Service Level Agreements.
 - G4S conducts web-based Customer Satisfaction Surveys requesting feedback from clients' key stakeholders.
- **Client Transparency & Reporting** – G4S Insight is our web-based portal that provides customers with complete transparency to our services in the following core areas:
 - Compliance of KPIs
 - Financial Tracking
 - Incidents
 - Tours and Inspections
 - Staffing
- **Internal Validation**
 - **COMPSTAT** – An organizational methodology which facilitates timely analysis of client needs, COMPSTAT identifies business trends and potential concerns. The result is a collaborative effort for improving customer satisfaction and achieving operational excellence.
 - **Employee Evaluations** - Employees are evaluated at least annually to monitor and assess performance to encourage a positive, productive, client-service attitude.
 - **Internal Audits** - Our independent audit team conducts audits of our local area offices to ensure compliance with operational requirements and local/state/federal laws and regulations. Audits are conducted with the objective of providing recommendations for improvement as warranted.
 - **Operational Scorecards** - To certify that contract objectives are being met on a consistent basis, site supervisors utilize a scorecard to capture daily performance and monitor operational progress.

Continuous Improvement

In keeping with the ISO-certified quality management system criteria we have established protocols to ensure we continuously improve service to our customers.

- **Collaborative Quality Assurance Steering Committee** – G4S maintains a Collaborative Quality Assurance Steering Committee, which meets monthly to review the overall program and to identify areas for growth and improvement. The Committee



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- reviews and updates protocols, identifies industry trends and establishes best practices by market segment.
- **Process Development** – Formal issue resolution and preventative action plans are developed to provide continuous improvement of service through proactive and reactive processes.
 - Assessment Capabilities
 - Security/Vulnerability - Site assessments to evaluate security measures in place to identify potential security vulnerabilities
 - Site Technology - Site assessments of technology utilization to identify opportunities where technology may augment or replace personnel
 - Safety - Site assessments to review safety measures in place
 - **Personnel Development** – Through continuing education and ongoing training facilitated by our ISO-certified training institute, personnel have the opportunity to advance and develop their career within G4S.

Employee Retention

6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.

The G4S Orange County Area Office maintains an exemplary employee retention and satisfaction record. Over the past five years, we have experienced expansion and contraction of service hours across our extensive customer portfolio due to economic and business decisions on the part of their management. For one of G4S' largest clients in California, the Department of Homeland Security, U.S. Immigration and Customs Enforcement, G4S' staff retention rate has been 95% since 2009.

One of the most important aspects of a successful contract is the stability of the security force, which is directly tied to retention. Our employee retention strategy begins with the hiring of employees that meet G4S and customer-specific standards. The first aspect to promoting retention is to align pay rates with local labor market conditions and customer-specific qualification requirements. Area wage surveys are conducted on a regular basis, and whenever possible, G4S pays its security personnel above average wages in an effort to promote retention and limit turnover. After the pay rate, the employee benefits package plays the most important role in the overall satisfaction of employees and ultimately the retention rate. We have provided an overview of the proposed benefits package for this account in the proposal; however, we are willing to work with the City to negotiate as positive a package as possible to promote retention.

A final element of retention is achieved through training, which emphasizes the need for security officers to take a sense of ownership in the operations of a contract. Employee development is encouraged for all employees and is key to the retention of experienced personnel.

To empower employees, equal opportunity is provided for all personnel to participate in career development. In addition to proper training, career-long learning is critical to employee retention. As a result of our comprehensive retention strategy and overall employee benefits, 82% of G4S employees in North America report they would recommend G4S to a friend.



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Our retention strategy focuses on the following key areas:

- Living wage commensurate with local market conditions and qualification requirements
- Enhanced benefits and incentives
- Proper training
- Career development and growth opportunities
- Management support
- Employee empowerment
- Meaningful communication – G4S recognizes that regular communication with employees is a key factor in employee satisfaction. We tend to communicate with our employees through several formal and informal vehicles. These include, but are not limited to, the following:
 - Supervisor to employee and employee to supervisor dialogue
 - Manuals
 - Post orders
 - Focus publications (continuing education publications)
 - G4S' website
 - Scheduled meetings
 - Pay stub attachments and payroll stuffers
 - Posters
 - G4S News (company publication focused on employee recognition)

Qualifications & Experience

Describe the qualifications and experience of the organization or entity performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services.
9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

Founded in 1954 in the U.S., G4S is a leading provider of security solutions and a primary provider of security services to city, county, state and federal clients, representing more than 180,000 hours of security service each week and marked by more than five decades of experience to public agencies. G4S has provided the requested services for the City of Santa Ana since 2011. We provide services similar to the City of Costa Mesa at numerous city, county, state and federal facilities, including The City of Los Angeles and the Los Angeles Police Department (COLA), Sacramento Regional Transit and the U.S. Department of Homeland Security.

As a result of our experience, we have developed specific programs to address local government concerns in collaboration with local law enforcement. Our unique security officer programs, such as our Custom Protection Officer® (CPO) program, set us apart from all other contract security providers. CPOs are former law enforcement and/or military service members, and provide the highest level of security performance through seasoned decision making and public interaction skills that are not found in companies who employ a “one-size-fits-all” approach to security services.

As demonstrated in our past performance as the incumbent security service provider for the City of Costa Mesa as well as our submitted references, G4S has the requisite experience and



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demonstrated knowledge to address any of the City's security challenges with effective solutions.

Within the U.S., G4S operates a tiered organizational structure comprised of our corporate headquarters, regional operations, and over 110 local area offices. G4S' headquarters is located in Jupiter, Florida. Corporate headquarters develops standardized policies and procedures that are formalized in company manuals, dictating overall operations for the organization. Examples of the corporate resources available to support the City of Costa Mesa account are:

- G4S North America Training Institute
- Quality programs
- Strategic Accounts Group
- Experienced transition teams
- Procurement of uniforms, equipment, supplies
- Contract administration support
- Systems integration
- Guidance in human resources matters
- Safety and Risk Management
- Financial functions, including payroll and billing
- Security best practices
- Business processes
- Staff and line supervision
- Employer - employee relations
- Insurance claims, tax data and reports
- Legal guidance and assistance
- Consulting and investigative services
- Availability of short-term/emergency services

G4S' regional management structure that assigns multiple area offices in a geographic area to a regional vice president. The regional management team is responsible for the supervision of area office operations in their region and the dissemination of corporate policies and procedures throughout all levels of the organization.

The G4S California Pacific Region will directly support the City account by providing additional contract oversight to our Orange County area office, which directly supports the City's current security contract.




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Private Patrol Operator Branch License

G4S is licensed through the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Service. In addition, our branch office in Anaheim is licensed as one of the branch operating units of our corporation. The license for our Orange County area operations, located in Anaheim, is provided below.

STATE OF CALIFORNIA

 DEPARTMENT OF CONSUMER AFFAIRS

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

PRIVATE PATROL OPERATOR BRANCH

Certificate No. PPB4816
 Receipt No. 53

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

Valid Until: 01/31/2018

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

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

WPBFB 10/2018



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1. If the owner is a corporation please provide: Name of corporation; corporate office street address, city, state, and zip code; state where incorporated; date of incorporation; first and last name of officers; local office address, city, state & zip, and the date local office opened its doors for business.

G4S Corporate Office: G4S Secure Solutions (USA) Inc., 1395 University Blvd., Jupiter, Florida 33458. G4S was incorporated in the state of Florida in 1958.

G4S began operations in California in 1962 and established an office in Orange County in 1970. This office employs over 750 active security professionals and provides approximately 30,000 hours of security service per week for clients throughout the Orange County and southern Los Angeles County areas.

Orange County Area Office
Jorge Villaverde, General Manager
2300 East Katella Avenue, Suite 150
Anaheim, CA 92806
Office: (714) 939-4900
Fax: (714) 939-4914

2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture; principal office street address, city, state, and zip code; state of organization; date of organization; first and last name of general partner(s); local office address, city, state, and zip code, and date local office opened its doors for

Not Applicable

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g. self, business manager, etc.).

Not Applicable

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g. self, business manager, etc.).

Not Applicable

5. How many years have you been in business under your present business name?

G4S Secure Solutions (USA) Inc. operated under the present name for the past eight years. Prior to 2010, the company operated under G4S Wackenhut.

6. List all business names that you operate in the County of Orange that are involved in jail services and/or related services.

G4S Secure Solutions (USA) Inc.

7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a contract involving ambulance operator staffing and/or ambulance transportation related services.

G4S has never filed for bankruptcy protection.



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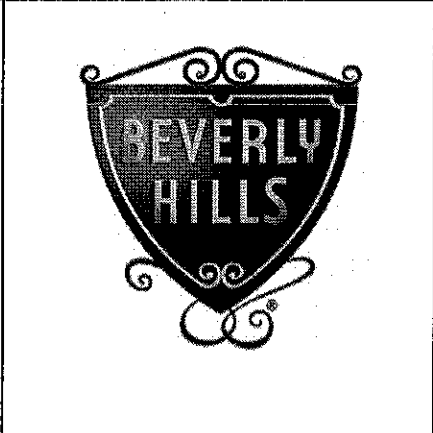
Jail Services RFP No. 18-06
Police Department
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References

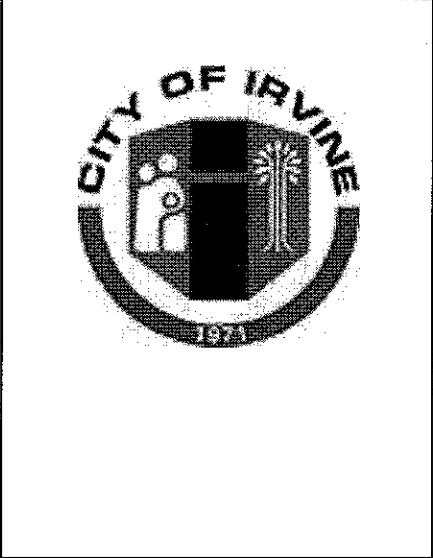
8. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

CONFIDENTIAL AND PROPRIETARY

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
Serving 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
Serving Since: 1999
Customer Contact:
 Jennifer Kaiser
 Business Services Manager
 949-724-7094; jkaiser@ci.irvine.ca.us





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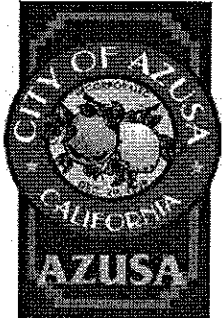
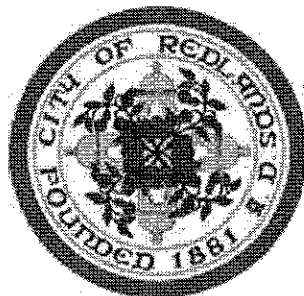


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<p><i>City of Buena Park</i> Buena Park Police Department Type of Facility: Type I Facility Size: 200 hours per week, 5 officers Contract Value: \$337,971.58 Description: Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15 Training, transport services. Address: 6640 Beach Blvd, Buena Park, CA 90621 Serving Since: 2013 Contact: Lieutenant Richard Forsyth; 714-920-0919; rforsyth@bppd.com</p>	
<p><i>City of La Habra</i> La Habra Police Department Type of Facility: Type I Facility Size: 208 Hours per Week; 6 Officers Contract Value: \$240,577.56 Description: Includes prisoner custody services, prisoner booking, live scan administration, and transportation to OCJ and safety inspections. Serving Since: 2001 Contact: Lieutenant Dean Capelletti, 562-383-4347; dcapelletti@lahabraca.gov</p>	
<p><i>City of Whittier</i> 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</p> <div data-bbox="154 1417 820 1512" style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>CONFIDENTIAL AND PROPRIETARY</p> </div>	



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<p><i>City of Azusa</i> 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 Steve Hunt, 626-812-3200</p>	
<p><i>City of Redlands</i> Redlands Police Department Type of Facility: Type I Facility Size: 85 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</p>	
<p><i>City of Arcadia</i> 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</p>	
<p><i>City of Rialto</i> 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</p>	



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<p><i>City of Bell</i> 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 Carlos Islas 323-585-1245</p>	
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10. Provide copies of the organization's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:

a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.

G4S is a member of many global, national, regional and local groups and associations, such as the U.S. Chamber of Commerce, National Fire Protection Association and Community Associations Institute.

As a company operating in 100 countries, G4S believes in leading by example and has taken an active role in setting global operating standards and senior executive participation in major organizations. Examples include:

International Code of Conduct for Private Security Providers: G4S are founder signatories to the International Code of Conduct for private security providers. The code was developed by the industry, civil society representatives and the Swiss, UK and U.S. governments. It sets out principles for security operations in areas experiencing or recovering from disaster or unrest and where governments and the rule of law are weak. It covers protective security services delivered by staff whether armed or unarmed and any other activities where staff are required to carry a weapon. The code covers recruitment, vetting and training of staff, the use of force by security company staff, including the handling of firearms, health and safety and reporting and complaints handling.

b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.

The G4S Orange County office maintains local memberships in ASIS Orange County and CPCA <http://www.californiapolicechiefs.org/>

c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.

G4S' pre-assignment training includes a block of instruction on customer service training. Understanding that effective first impressions are critical for successful customer service, G4S'



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operation in the U.S. has established a formal partnership with Dale Carnegie Training to provide advanced customer-service training to our employees with specific emphasis on building customer loyalty, creating effective first impressions, and managing customer expectations. We believe this innovative industry-first program will further set us apart from the competition by developing enhanced customer service skills that will not only improve customer satisfaction, but also provide G4S employees with effective customer service skills and a greater sense of engagement and commitment to their jobs.

G4S' customized Dale Carnegie customer service training will provide advanced training so that G4S officers provide you with skills in:

- Customer Experience—Creating an environment with customers to maintain a positive long-term relationship. Leveraging positive experiences to create customer loyalty and a desire for them to be a champion for your organization. Making customers feel important.
- Attitude— Maintaining a friendly, positive, and enthusiastic outlook.
- External Awareness— Seeing situations from multiple points of view and remaining mindful of how actions impact others. Keeping up to date with issues that affect area of responsibility.
- Professionalism— Projecting an image of maturity and integrity that creates credibility. Creating an unforgettable first impression.

Officers receive two hours of Dale Carnegie customer service training during pre-assignment. Customized training programs that exceed the above can be created for a client's specific needs at an additional cost.

d. Letters of recommendation from customers and contracting agencies

On the following pages, we have provided a number of letters of recommendation from surrounding law enforcement agencies/departments for your review.

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.



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18.2.4

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,



Lt. Kent Miller
Administrative Lieutenant
Whittier Police Department

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: ipd@cityofirvine.org



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.

Sincerely,

Jennifer Kaiser
Business Services Administrator
Irvine Police Department



City of
BUENA PARK

OFFICE OF COREY S. SIAÑEZ
CHIEF OF POLICE

March 2, 2015

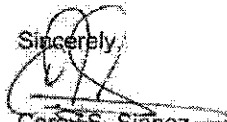
To Whom It May Concern:

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.

Sincerely,


Corey S. Sianez
Chief of Police

CSS:cm



Securing Your World

e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.

G4S Employee Conduct

As a security services provider to many city, county, state and federal government agencies, G4S provides its employees rigorous training on ethical behavior and compliance to ensure the highest standards of conduct. Initial new hire and recurring training helps ensure that employees are continually aware of situations that could potentially be a conflict of interest and/or inappropriate relationship. This training will incorporate the City of Costa Mesa’s ethical requirements.

G4S Ethics Code

All G4S employees are required to undergo a comprehensive classroom course on Ethics. The business philosophy of G4S has been developed around a core set of values which are fundamental to our organization’s development and success. One of these values is Integrity, which means we can always be trusted to do the right thing, and the G4S Ethics Code below sets out how we expect all our employees to behave in order to live this core value. The principles of the G4S Ethics Code are provided below.

Being safe and secure	Being honest and trustworthy	Being fair and considerate	Being professional and proud
<ul style="list-style-type: none"> ▪ Put health & safety first ▪ Protect the security of our customers, the public and those in our care ▪ Carefully follow company rules and procedures 	<ul style="list-style-type: none"> ▪ Always follow the law ▪ Report any wrongdoing ▪ Never offer or take a bribe ▪ Avoid any conflict of interest 	<ul style="list-style-type: none"> ▪ Show respect and consideration for others ▪ Treat people fairly ▪ Consider our local communities ▪ Think about the environment 	<ul style="list-style-type: none"> ▪ Do the best job you can ▪ Look smart and professional ▪ Be a good role model ▪ Safeguard the G4S name

Every G4S employee has a duty to avoid business, financial or other direct or indirect interests or relationships that conflict with the interests of the company, or divides his or her loyalty to the company. Any activity that even appears to present such a conflict must be avoided or terminated unless, after disclosure to the appropriate level of management, it is determined that the activity is not unethical or improper, does not compromise integrity and is not detrimental to the reputation and standing of the company.

G4S expects all employees to cooperate in investigations. Employees must never destroy or alter any documents or electronic records, lie to or mislead an investigator, or obstruct the collection of information relating to an investigation or any legal action brought on behalf of, or against, the company. The company shall cooperate with government agencies responsible for investigating suspected violations of law. If requested by the company, all employees are required to cooperate with investigations conducted by the government.



Securing Your World

Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

Community Participation

Provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

G4S is involved in many charitable efforts and organizations throughout California and the United States. At this time, G4S does not have membership in the Costa Mesa Chamber of Commerce.

Financial Capacity

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer.

G4S is a financially secure organization, which can be validated by our annual reports. We have provided our 2017 audited financial report to allow the City to determine our financial capacity. G4S' financials can be viewed and retrieved here:

<http://www.g4s.com/en/Investors/News-and-Presentations/Regulatory-Announcements/2017/03/08/2016-Full-Year-Results>

Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

The nature of the Corporation's business results in civil claims and litigation alleging that the Corporation is liable for damages from the conduct of its employees or others. Additionally, with more than 35,000 employees nationwide, the Corporation is subject to routine compliance investigations conducted by governmental agencies, such as with the Department of Labor, the Occupational Safety and Health Administration and other regulatory agencies. In the opinion of management, there are no such claims or proceedings pending that have had or would have a material effect on the operation of the Corporation or its ability to provide services to the City of Costa Mesa.



Securing Your World

Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

Staffing

The Proposer must agree to assign specific individuals to the key positions (i.e., an Account Manager, Supervisor, Shift Leads, and Custody Officers). Provide a list of staff who will be assigned under this contract and indicate the functions that each will perform. Include a resume for each designated individual. The information requested in this section should describe how Proposer intends to fulfill all staffing-related requirements specified in the Scope of Work. The Proposer shall identify how they will establish and maintain full staffing within the jail, a retention plan consisting of a progressing salary scale, reserve staffing, and quarterly or bi-monthly recruitments with interviews and backgrounds.

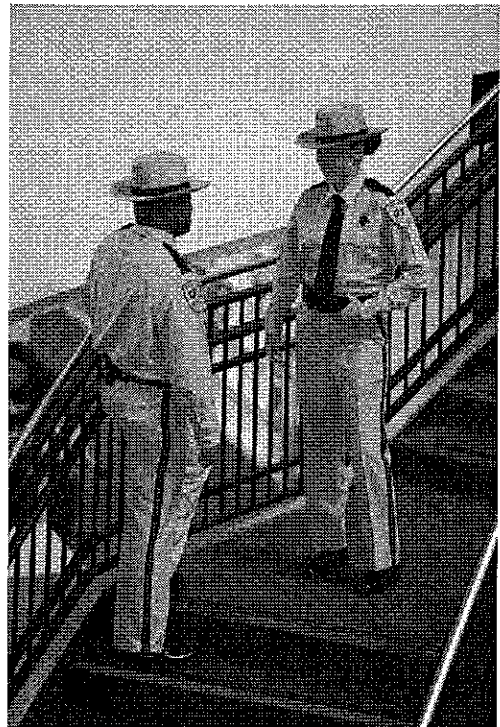
G4S agrees that, once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to Costa Mesa Police Department. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, G4S shall immediately notify the Costa Mesa Police Department, and shall, subject to the concurrence of the Costa Mesa Police Department, replace such personnel with personnel of substantially equal ability and qualifications.

Custom Protection Officer®

G4S' will provide the City's with the highest qualified level of security officer in the industry through our Custom Protection Officer® Program.

Custom Protection Officers (CPO) are individuals with valuable life experience in corrections and law enforcement. We recruit individuals for the CPO program who can be counted on to:

- Have a sense of duty and take pride in their performance
- Respect procedures and accountability
- Be able to problem solve
- Adapt quickly to changing situations
- Possess a strong work ethic
- Be organized and disciplined
- Be effective leaders
- React well under pressure
- Possess strong personal integrity
- Have the flexibility to work effectively on a team as well as independently when required
- Have the ability to follow through, even under difficult or stressful circumstances
- Bring strong interpersonal skills
- Value health, safety and property standards
- Be committed to professional development and learning new skills
- Possess a variety of cross-functional skills
- Always put the customer first





Securing Your World

Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

To deliver the desired attributes consistently, we established the industry's most stringent experience requirements. Each CPO must have at least one of the following backgrounds:

- Law enforcement experience
- Service in the Elite Military Forces, Military Police or combat arms
- Graduate of Police/Corrections Academy
- Criminal Justice Degree (Associate's or higher)
- Career Military

Finding the right employees for this elite program requires a targeted recruitment effort. While 42% of our CPOs come to us with military experience, 54% with law enforcement experience (either military or civilian) and 35% with criminal justice or security related degrees, many come to us with a combination of all three.

With more than 25% of all employees being veterans, G4S has been named a four-time Top 50 Military-Friendly Employer® and a four-time Most Valuable Military Employer. We are proud to have hired more than 12,000 veterans since August of 2011 in partnership with the White House's 'Joining Forces' Campaign. G4S will only hire CPOs that meet the City's staff qualifications.

G4S' recruiting method ensures a steady and continual source of qualified guard candidates. Whether it is staffing for your permanent sites, unplanned events, or shared coverage; G4S' recruiting is the starting point for a full staff of qualified officers. G4S complies with all U.S. Department of Labor wage requirements, including current Health & Welfare pay.

We use the most advanced online recruiting technology available combined with traditional methods and channels. Components of our recruiting include:

- Award winning, online G4S Career Center
- Fully automated, online Applicant Tracking System
- Specialized Military recruiting program
- Full use of traditional recruiting channels

G4S attracts the best available talent and instantly matches them to job postings where they fit best. Our leadership in recruiting and technology means the City's will benefit by our:

- Attracting and employing the best people available
- Efficiently placing the right candidates to meet your requirements
- Greater officer satisfaction as your positions fit their choice of work
- Full regulatory compliance through automated reporting
- Rapid hiring of qualified candidates when your needs require additional officers

Provisions Regarding Staff Called to Active Military Duty

G4S is a supporter of the United States Armed Forces and appreciates the personnel that serve in the military. G4S has within its policies the necessary accommodations to ensure that the employee's commitment to the armed forces can be fulfilled. Knowing this, G4S will have suitable replacement personnel trained and vetted for the project and upon deployment the



Securing Your World

shared/relief personnel will assume the position vacated by the deployed guard and upon return of the deployed guard there will be the opportunity to return to the project.

G4S requires all candidates successfully pass a pre-employment background investigation and a 10-panel drug screening before offering employment. G4S' personnel requirements mirror the Bureau's requirements and G4S will only submit individuals who meet all staff qualifications, experience and physical qualifications of the Guard position. Each candidate is subjected to a rigorous background investigation prior to employment and must successfully pass the following:

Elements of Background Screening

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 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 prior employment and/or education for the last 10 years. We also verify periods of unemployment lasting 60 days or more.
Criminal Records Check	G4S conducts a county of residence criminal record check for all residential addresses provided for the last 10 years. Where statewide criminal record checks are available, G4S requests a search from the appropriate state agency. We also conduct a multi-jurisdictional search of criminal databases that covers courts, correctional departments, departments of parole, and sex offender registries nationwide.
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. G4S has a national contract with Quest Diagnostics to provide drug screens.
Driver's License Check	G4S initiates a check of the applicant's driving record through the state department of motor vehicles. This will reveal all traffic violations, driving-related offenses, and substantiate a valid operator's license.
Credit Report	G4S initiates a credit check to determine financial responsibility.
Physical Examination	A licensed physician conducts a medical examination of the applicant to determine physical capability to perform security officer duties.
Psychological Examination	G4S administers the Minnesota Multiphasic Personality Inventory (MMPI) applicants prior to employment. To ensure the integrity of these examinations, G4S has established national agreements with providers who have been thoroughly vetted.

Upon completion of the G4S background and contingency of hire to the applicant for the guard position, G4S submits the completed background investigation package along with other required information (e.g., medical examination results, and security guard licenses) to the



Securing Your World

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City of Costa Mesa

agency's program manager as required for additional verification of employment application, e.g., fingerprinting and checks via NCIC/NLETS for suitability determination.

G4S Local Management

Senior Vice President

California & Pacific Region

MARK TSUJI

Responsibilities

- Provides overall guidance & management for the operations of all area offices within their specific region
- Responsible for developing new markets, implementing company strategy, & maintaining operational excellence
- Responsible for coordination of regional resources to assist in startup & operations for complex accounts & emergency or disaster response services

Experience

- Joined G4S in 1992
- 15 years of successful experience in management, training, sales, investigations & marketing within the security field

Associations & Certifications

- ASIS
- BOMA
- Law Enforcement & Private Security (LEAPS)
- National Association of Chief of Police
- Sits on the advisory board for Cal-State Fullerton
- Board of Directors, California Association of Licensed Security Agencies, Guards and Associates (CALSAGA)

Education

- B.S. Degree in Business, Minor in Psychology of Marketing, San Diego State University

General Manager

Anaheim Area Office

JORGE VILLAVERDE

Responsibilities

- Provides direct supervision, guidance, & support to all of their office personnel to assure continued delivery of quality security services to all customers within their geographic area
- Overall responsibility for ongoing business development & growth for their area office
- Responsible for maintaining an active, strong partnership with all current clients

Experience

- Joined G4S in 1992 and has held numerous positions
- Former Police Officer for the Ventura County Sheriff's Department
- Former Police Sergeant and SWAT team member in the U.S. Army.

Associations & Certifications



Securing Your World

- ASIS
- LEAPS
- BOMA
- CAI

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Operations Manager (CMPD Account Manager)
Anaheim Area Office

THOMAS J. MCGUIRE

Responsibilities

- Assists 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
- Ensures that contract-required training and screening for security officers are met providing customers reduced risk of turnover at sites.
- Responsible for the staffing, scheduling and discipline of security officers and supervision of payroll and billing for invoicing and payroll accuracy

Experience

- Joined G4S Secure Solutions (USA) Inc. in 2004 as a Field Supervisor
- Over thirty years progressively responsible Security Operations and Administrative experience including staff management, planning, and coordinating, organizing and special security projects management.
- Served honorably for more than twenty years in the United States Air Force in numerous Security Forces units world wide.
- Assigned for five years as a Security Manager for a Department of Defense contract overseas
- Decorated combat wounded veteran and Purple Heart recipient

Associations & Certifications

- 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

Please see Method of Approach, page 4, for identifying staffing compliance measures.



Securing Your World

Jail Services RFP No. 18-06
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 City of Costa Mesa

Cost Proposal

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All Proposers are required to use Cost Proposal Attachment B to be submitted with their Proposal. Pricing Instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 1 - (2018-2019)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 31.25	\$ 49.94	\$ 8,656.27	\$103,875.20
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 21.50	\$ 38.04	\$21,099.52	\$253,194.24
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 19.50	\$ 34.94	\$41,182.61	\$494,191.36
	440			\$70,938.40	\$851,260.80

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 2 - (2019-2020)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 32.19	\$ 51.33	\$ 8,897.20	\$106,766.40
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 22.50	\$ 39.67	\$22,003.63	\$264,043.52
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 20.50	\$ 36.53	\$43,056.69	\$516,680.32
	440			\$73,957.52	\$887,490.24

G4S Custody Officer Services
City of Costa Mesa - Jail Support Service
Year 3 - (2020-2021)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
CPO Custody Supervisor (1 FTE - Exempt)	40	\$ 33.15	\$ 52.79	\$ 9,150.27	\$109,803.20
CPO Custody Shift Lead Officer (3.2 FTE - Non-Exempt)	128	\$ 23.50	\$ 41.25	\$22,880.00	\$274,560.00
CPO Custody Officer (6.8 FTE - Non-Exempt)	272	\$ 21.50	\$ 38.16	\$44,977.92	\$539,735.04
	440			\$77,008.19	\$924,098.24

CONFIDENTIAL AND PROPRIETARY

CA Minimum Wage Increase Impact

The above proposed contract labor and billing rates are established in an effort to provide annual tiered increases to G4S Custody Officers assigned under the contract to ensure staffing compliance and retention. Recent staffing challenges are a direct result of depressed wages paid to Custody Officers under the current contract. The wages under the current agreement were established during the 2012 contract negotiations and have not been adjusted during the course of the contract to account for market wage inflation.

Due to the new California Statewide minimum wage law, in addition to many local municipalities working to pass local minimum wage ordinances in Southern California, labor costs and compensation are increasing across the general local employment industry. Below is an analysis of California statewide minimum wage increases over a 4 year term from 2015 through 2018. Additionally, with Statewide minimum wage is scheduled to be at \$15.00/hour by 2022, therefore it is critical that CMPD and G4S to work together on establishing pay scales that define market rates for Custody Officer personnel in the area in order to maintain retention of qualified personnel.

CA Minimum Wage Increases

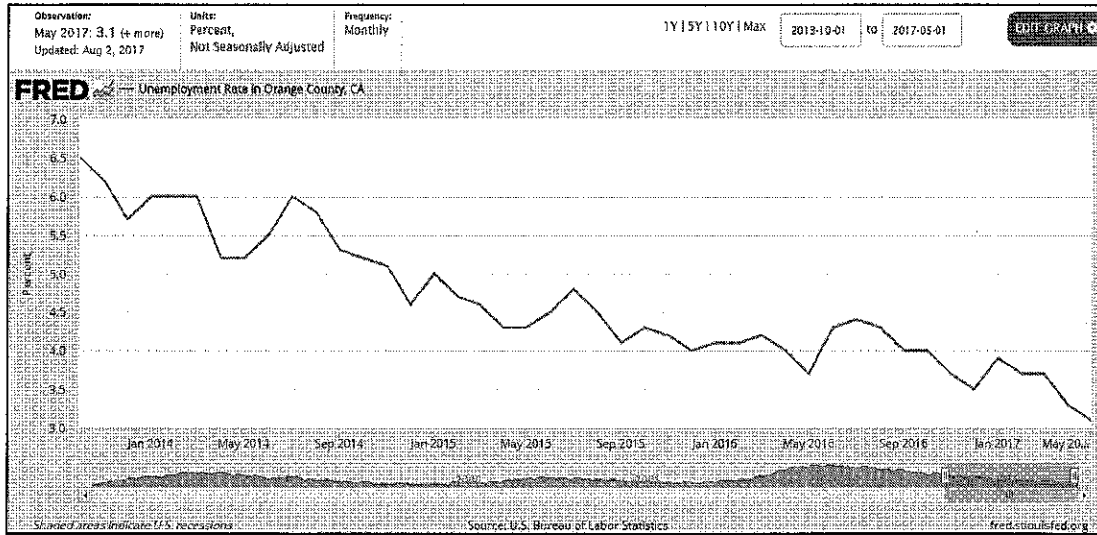
Previous 4 years

Year	CA Minimum Wage	Year over Year % Increase
2015	\$ 9.00	N/A
2016	\$ 10.00	10.00%
2017	\$ 10.50	4.76%
2018	\$ 11.00	4.55%
Total CA Min. Wage Increase since 2015 =		18.18%

Security Industry Employment Market in Orange County

Current labor market conditions in Orange County continue to present challenges for recruitment of skilled and experienced security personnel at historical pay rates, as well as retention of quality staff as employment opportunities continue to increase across multiple industries.

Below is a report from the U.S. Bureau of Labor showing unemployment in Orange County dropping from 6.6% in late 2013 to presently 3.1% as of Q3 2017, a decline of over half. This decline translates into less employment candidates on the open market for recruitment, meaning attractive wages are necessary to continue recruitment standards. Source: Economic Research - Orange County Unemployment Chart (Current)



Disclosure

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

To the best of our knowledge and belief, no employees or officials of G4S have any business or personal relationships with any Costa Mesa elected officials, appointed official, or City employee. As a large corporation with more than 35,000 employees across the United States, it is not possible for us to respond with respect to all employees. The G4S personnel directly responsible for managing the contract have no such relationships.



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Jail Services RFP No. 18-06
 Police Department
 City of Costa Mesa

Sample Professional Service Agreement

The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as Appendix A, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See No. 12 of this RFP below.

G4S provides the following exceptions for the City's consideration. We look forward to the opportunity to discuss these items with you.

Page Reference	Exception	Explanation
Sample Agreement; Page 15; Section 4.4 Notice of Termination	<p><u>ADD:</u></p> <p><u>Consultant may terminate this Agreement with cause only if City breaches the Agreement in any material respect and fails to cure or commence to cure such breach within thirty (30) days following receipt of written notice from Consultant of any material breach and demand to cure. Should City fail to cure or reasonably commence to cure said breach within the thirty (30) day period, then Consultant may give a minimum of ninety (90) days' written notice to City that it will terminate this Agreement. Consultant may terminate this Agreement upon one hundred twenty (120) days' written notice to the City in the event that performance of Consultant's obligations under the Agreement become commercially impractical including changes in legislative or regulatory requirements affecting performance of the services or business factors such as changes in level or type of service required by the City that Consultant is unable to meet.</u></p>	<p>G4S respectfully requests the same termination rights that we mutually agreed for G4S under the current contract as set out again here.</p>
Sample Agreement; Page 18; Section 6.9 Indemnification and Hold Harmless	<p><u>DELETE AND REPLACE WITH THE FOLLOWING:</u></p> <p><u>To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims"), whether or not suit is actually filed, and any judgment rendered against City's elected or appointed officers, employees, or</u></p>	<p>G4S requests the same indemnity language as previously agreed.</p>

	<p><u>agents, including, without limitation, attorneys' fees, that may be asserted or claimed by any person, firm or entity arising out of or in connection with any claimed or actual negligent acts or omissions in the performance of the work, operations, or activities of G4S, its agents, employees, subcontractors, suppliers, or invitees.</u></p> <p><u>"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorney's fees, and costs and expenses of any kind whatsoever.</u></p> <p><u>Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.</u></p> <p><u>The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.</u></p> <p><u>The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.</u></p>	
RFP Page 37:	<p><u>The contractor shall provide equipment and supplies to ensure a clean and healthy environment at all times. Hygiene items must be provided to inmates for their</u></p>	<p>G4S currently does not purchase the equipment, and cleaning supplies</p>



Securing Your World

Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

	<u>personal use as mandated by applicable laws and regulations.</u>	related to cleaning of the jail. G4S rates do not include purchasing these supplies or related equipment.
RFP Page 37:	<u>The Contractor's staff will provide food services to all inmates.</u>	G4S currently does not purchase the food services related to administering meals. G4S rates do not include purchasing the food services.



Securing Your World

Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

Checklist of Forms to Accompany Proposal

As a convenience to Proposers, following is a list of the forms, Appendix B included in this RFP, which should be included with Proposals:

1. Vendor Application Form
2. Company Profile & References
3. Ex Parte Communications Certificate
4. Cost Proposal
5. Disclosure of Government Positions
6. Disqualifications Questionnaire



**VENDOR APPLICATION FORM
FOR
RFP NO. 18-06
JAIL SERVICES**

TYPE OF APPLICANT: NEW **CURRENT VENDOR**

Legal Contractual Name of Corporation: G4S Secure Solutions (USA) Inc.

Contact Person for Agreement: Jorge Villaverde, General Manager, G4S Orange County

Corporate Mailing Address: 2300 East Katella Avenue, Suite 150

City, State and Zip Code: Anaheim, CA 92807

E-Mail Address: jorge.villaverde@usa.g4s.com

Phone: 714-939-4900

Fax: 714-939-4914

Contact Person for Proposals: Brandon Joffe

Title: Manager, Business Development

E-Mail Address: brandon.joffe@usa.g4s.com

Business Telephone: 714-939-4900

Business Fax: 714-939-4914

Is your business: (check one)

- NON PROFIT CORPORATION **FOR PROFIT CORPORATION**

Is your business: (check one)

- CORPORATION** LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Drew Levine – President (1987)</u>	<u></u>	<u>561-691-6412</u>
<u>Danny Grizzard – Chief Operating Officer</u>	<u></u>	<u>561-691-6430</u>
<u>Mark Tsuji – Senior Vice President, California & Pacific Region</u>	<u></u>	<u>714-939-4900</u>
<u>Jorge Villaverde - General Manager, Orange County, CA</u>	<u></u>	<u>714-939-4900</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Federal Tax Identification Number: 59-0857245

City of Costa Mesa Business License Number: 37829

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

City of Costa Mesa Business License Expiration Date: 7/31/2018

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 18-06 JAIL SERVICES** at any time after **November 22, 2017**.

Date: 12/13/2017

Signature

Jorge Villaverde

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 22, 2017** with a City Councilmember concerning **RFP No. 18-06 JAIL SERVICES**. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: G4S Secure Solutions (USA) Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 2300 E Katella Avenue, Suite 150, Anaheim, CA 92806

Website Address: www.g4s.com/us

Telephone Number: 714-939-4900 Facsimile Number: 714-939-4914

Email Address: jorge.villaverde@usa.g4s.com

Length of time the firm has been in business: 63 Length of time at current location: 47

Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: Yes No If yes, State of Incorporation: Florida

Federal Taxpayer ID Number:

59-0857245

Regular business hours: 24/7

Regular holidays and hours when business is closed:

24/7

Contact person in reference to this solicitation:

Jorge Villaverde

Telephone Number: 714-939-4900 Facsimile Number: 714-939-4914

Email Address: jorge.villaverde@usa.g4s.com

Contact person for accounts payable:

Jessica Putzeys

Telephone Number: 714-939-4900 Facsimile Number: 714-939-4914

Email Address: jessica.putzeys@usa.g4s.com

Name of Project Manager: Tom McGuire

Telephone Number: 714-939-4900 Facsimile Number: 714-939-4914

Email Address: tom.mcguire@usa.g4s.com

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of La Habra Telephone Number: 562-383-4347

Contact Name: Lt. Dean Capelletti Contract Amount: ~\$240k

Email: dcapelletti@lahabracca.gov

Address: 150 Euclid St, La Habra, CA 90631

Brief Contract Description: Prisoner custody services, prisoner booking, live scan administration, and transportation to OCJ and safety inspections.

Company Name: City of Whittier Telephone Number: 562-567-9211

Contact Name: Lt. Kent Miller Contract Amount: ~\$410k

Address: 13200 Penn St, Whittier, CA 90602

Email: kmiller@cityofwhittier.org

Brief Contract Description: Custody services with Title 15 Training, prisoner booking, live scan administration, safety inspections and transportation services.

Company Name: City of Azusa Telephone Number: 562-812-3200

Contact Name: Chief Steve Hunt Contract Amount: ~\$400k

Email: _____

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

Brief Contract Description: Prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15, prisoner DNA collection

Company Name: City of Redlands Telephone Number: 909-798-7613

Contact Name: Ops Cmdr Chris Catren Contract Amount: ~\$115k

Address: 1270 W Park Ave, Redlands, CA 92373

Email: _____

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

Company Name: City of Arcadia Telephone Number: (626) 574-5151

Contact Name: Lt Colleen Flores Contract Amount: ~\$287k

Email: cflores@ci.arcadia.ca.us

Address: 250 W Huntington Dr, Arcadia, CA 91007

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



City of Costa Mesa
Stephanie Urqueta, RFP Facilitator
City Hall, Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200
stephanie.urqueta@costamesaca.gov

JAIL SERVICES
RFP No. 18-06
Staffing
Addendum

G4S Secure Solutions (USA) Inc
Jorge Villaverde, General Manager
2300 East Katella Avenue, Suite 150
Anaheim, CA 92807
714-939-4900
jorge.villaverde@usa.g4s.com

January 22, 2018



Securing Your World

Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

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Custom Protection Officer®	1



Securing Your World

Staffing

The Proposer must agree to assign specific individuals to the key positions (i.e., an Account Manager, Supervisor, Shift Leads, and Custody Officers). Provide a list of staff who will be assigned under this contract and indicate the functions that each will perform. Include a resume for each designated individual. The information requested in this section should describe how Proposer intends to fulfill all staffing-related requirements specified in the Scope of Work. The Proposer shall identify how they will establish and maintain full staffing within the jail, a retention plan consisting of a progressing salary scale, reserve staffing, and quarterly or bi-monthly recruitments with interviews and backgrounds.

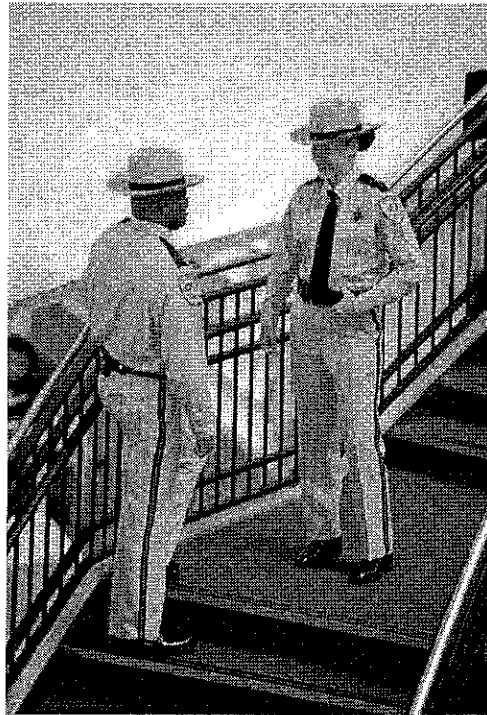
G4S agrees that, once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to Costa Mesa Police Department. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, G4S shall immediately notify the Costa Mesa Police Department, and shall, subject to the concurrence of the Costa Mesa Police Department, replace such personnel with personnel of substantially equal ability and qualifications.

Custom Protection Officer®

G4S' will provide the City's with the highest qualified level of security officer in the industry through our Custom Protection Officer® Program.

Custom Protection Officers (CPO) are individuals with valuable life experience in corrections and law enforcement. We recruit individuals for the CPO program who can be counted on to:

- Have a sense of duty and take pride in their performance
- Respect procedures and accountability
- Be able to problem solve
- Adapt quickly to changing situations
- Possess a strong work ethic
- Be organized and disciplined
- Be effective leaders
- React well under pressure
- Possess strong personal integrity
- Have the flexibility to work effectively on a team as well as independently when required
- Have the ability to follow through, even under difficult or stressful circumstances
- Bring strong interpersonal skills
- Value health, safety and property standards
- Be committed to professional development and learning new skills
- Possess a variety of cross-functional skills
- Always put the customer first





Securing Your World

Jail Services RFP No. 18-06
Police Department
City of Costa Mesa

To deliver the desired attributes consistently, we established the industry's most stringent experience requirements. Each CPO must have at least one of the following backgrounds:

- *Former Law Enforcement experience*
- *Service in the United States Military Forces, Military Police or combat arms*
- *Graduate of Police/Corrections Academy*
- *Criminal Justice Degree (Associate's or higher)*
- *Career Military*
- *Or Individuals selected by G4S and the City, with high competency that can be sponsored to complete a corrections academy (CA Adults Correction Officer Core Course) to achieve G4S internal CPO designation.*

With more than 25% of all employees being veterans, G4S has been named a four-time Top 50 Military-Friendly Employer® and a four-time Most Valuable Military Employer. We are proud to have hired more than 12,000 veterans since August of 2011 in partnership with the White House's 'Joining Forces' Campaign. G4S will only hire CPOs that meet the City's staff qualifications.

G4S' recruiting method ensures a steady and continual source of qualified guard candidates. Whether it is staffing for your permanent sites, unplanned events, or shared coverage; G4S' recruiting is the starting point for a full staff of qualified officers. G4S complies with all U.S. Department of Labor wage requirements, including current Health & Welfare pay.

We use the most advanced online recruiting technology available combined with traditional methods and channels. Components of our recruiting include:

- Award winning, online G4S Career Center
- Fully automated, online Applicant Tracking System
- Specialized Military recruiting program
- Full use of traditional recruiting channels

G4S attracts the best available talent and instantly matches them to job postings where they fit best. Our leadership in recruiting and technology means the City's will benefit by our:

- Attracting and employing the best people available
- Efficiently placing the right candidates to meet your requirements
- Greater officer satisfaction as your positions fit their choice of work
- Full regulatory compliance through automated reporting
- Rapid hiring of qualified candidates when your needs require additional officers

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter FL 33458 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: American Home Assurance Co.		19380
	INSURER C: Illinois National Insurance Co		23817
	INSURER D: New Hampshire Insurance Company		23841
	INSURER E: AIG Specialty Insurance Company		26883
INSURER F: AIG Europe Limited		AA1120841	

COVERAGES **CERTIFICATE NUMBER: 570071898707** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL6939023	10/01/2017	10/01/2018	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
A	AUTOMOBILE LIABILITY	Y	Y	CA 709-32-80	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	Y	Y	CA 709-32-81	10/01/2017	10/01/2018	BODILY INJURY (Per person)	
A	OWNED AUTOS ONLY HIRED AUTOS ONLY	Y	Y	MA CA 709-32-82 VA	10/01/2017	10/01/2018	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	Y	Y	23003214	10/01/2017	09/30/2018	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC086326400	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AOS WC086326395 CA	10/01/2017	10/01/2018	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
A	Excess WC		Y	XWC6583191 OH SIR applies per policy terms & conditions	10/01/2017	10/01/2018	EL Each Accident EL Disease - Policy EL Disease - Ea Emp	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Professional Services Agreement.
 The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability, Automobile Liability and Umbrella Liability evidenced herein are Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of certificate holder in accordance with the policy provisions of the General

CERTIFICATE HOLDER City of Costa Mesa Attn: Purchasing 77 Fair Drive Costa Mesa, CA 92626 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED G4S Secure solutions (USA) Inc.	
POLICY NUMBER See Certificate Number: 570071898707			
CARRIER See Certificate Number: 570071898707	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Lexington Insurance Company	19437
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A	Y	WC086326396 FL	10/01/2017	10/01/2018		
D		N/A	Y	WC086326402 MA, WI - incl. Stop Gap	10/01/2017	10/01/2018		
D		N/A	Y	WC086326401 AZ, IL, KY, NC, NH, UT, VA, VT	10/01/2017	10/01/2018		
D		N/A	Y	WC086326397 ME	10/01/2017	10/01/2018		
D		N/A	Y	WC086326403 NJ, PA	10/01/2017	10/01/2018		
	OTHER							
E	E&O-PL-Primary		Y	GL3333298	10/01/2017	10/01/2018	Agg Limit	\$7,000,000
							Per Occ Limit	\$4,000,000
G	E&O-PL-XS			020682002 Excess Prof E&O	10/01/2017	10/01/2018	Agg/Ea Claim	\$1,000,000

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED G4S Secure Solutions (USA) Inc.	
POLICY NUMBER See Certificate Number: 570071898707			
CARRIER See Certificate Number: 570071898707	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

Liability, Automobile Liability, Professional Liability, Umbrella Liability and Workers Compensation policies. Civil rights coverage and separate application are included in the General Liability. Professional Liability and Excess Professional Liability policies are claims-made. As respects to the Umbrella policy, Aon Risk Solutions (US) is generating and distributing this certificate in an administrative capacity. Aon Risk Solutions UK is the broker for the defined policy. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. G4S Branch: Anaheim.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/22/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	PHONE (A/C, NO, EXT): (866) 283-7122	COMPANY AGCS Marine Insurance Company
FAX (A/C, No): (800) 363-0105	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 10515775		
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter FL 33458 USA	LOAN NUMBER	POLICY NUMBER MXI93044987
	EFFECTIVE DATE 10/01/2017	EXPIRATION DATE 10/01/2018
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

Holder Identifier : Anaheim
Certificate No : 570071898713

PROPERTY INFORMATION

LOCATION/DESCRIPTION
RE: Professional Services Agreement. G4S Branch: Anaheim.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC				X		SPECIAL
COVERAGES/PERILS/FORMS		AMOUNT OF INSURANCE		DEDUCTIBLE				
Commercial Property Coverage Loss Limit		\$ 5,000,000		\$ 5,000				
Earthquake		\$ 5,000,000		\$50,000				
Flood		\$ 5,000,000		\$500,000				
CA Earthquake		\$ 5,000,000		\$100,000				

REMARKS (Including Special Conditions)

Named Storm Deductible is 5% of TIV subject to a \$50,000 minimum. CA Earthquake Deductible is 5% subject to a \$100,000 minimum. Flood Zone A and V Aggregate limit is \$1,000,000. Flood Deductible is \$500,000 Zones A and V, \$100,000 Zone B and \$50,000 All other Zones. Coverage is All Risk of direct physical loss or damage including Flood and Earthquake.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Costa Mesa Attn: Purchasing 77 Fair Drive Costa Mesa, CA 92626 USA	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>			



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 10515775	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter FL 33458 USA	INSURER A: Beazley Insurance Company, Inc. 37540	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570071898711 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Professional Services Agreement. G4S Branch: Anaheim.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
	<input type="checkbox"/> PROPERTY				BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP		
	<input type="checkbox"/> CAUSES OF LOSS						<input type="checkbox"/> DEDUCTIBLES
	<input type="checkbox"/> BASIC						<input type="checkbox"/> BUILDING
	<input type="checkbox"/> BROAD						<input type="checkbox"/> CONTENTS
	<input type="checkbox"/> SPECIAL						
	<input type="checkbox"/> EARTHQUAKE						
	<input type="checkbox"/> WIND						
	<input type="checkbox"/> FLOOD						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY					
	<input type="checkbox"/> CAUSES OF LOSS	POLICY NUMBER					
	<input type="checkbox"/> NAMED PERILS						
A	<input checked="" type="checkbox"/> CRIME	V203F9170101	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> Aggregate Limit <input checked="" type="checkbox"/> Empl Dishonesty <input checked="" type="checkbox"/> Computer Fraud	\$6,000,000 \$5,000,000 \$5,000,000	
	<input type="checkbox"/> TYPE OF POLICY						
	<input type="checkbox"/> Crime - Primary						
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN						

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Costa Mesa is included as Joint Payee in accordance with the policy provisions of the Crime policy. Blanket Crime Coverage including Third Party Fidelity

CERTIFICATE HOLDER**CANCELLATION**
City of Costa Mesa
Attn: Purchasing
77 Fair Drive
Costa Mesa, CA 92626 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED G4S Secure Solutions (USA) Inc.	
POLICY NUMBER See Certificate Number: 570071898711		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570071898711	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	CRIME	V203F9170101	10/01/2017	10/01/2018	Transit Limit	\$5,000,000
					Credit Card	\$5,000,000
					Deductible	\$100,000

CERTIFICATE

I, Michael Hogsten, a corporate officer of G4S Secure Solutions (USA) Inc. and Secretary thereof, a corporation organized and existing under the laws of the State of Florida, do hereby certify that at a Regular Quarterly Meeting of the Board of Directors of G4S Secure Solutions (USA) Inc., held on December 26, 2017, the following resolution was unanimously adopted and passed:

FURTHER RESOLVED: That in order to enable G4S Secure Solutions (USA) Inc., hereinafter referred to as the "Company," to respond to domestic business opportunities, the Board of Directors does hereby authorize and empower any one or more of the following persons designated by organizational title to sign certain pre-qualification instruments, bids, local license applications, leases or contracts ("Contracts") and any other documents necessary to effectuate such Contracts on behalf of the Company, but only to the extent that the amount of such Contracts fall within the financial authority limits established by G4S Plc and G4S Americas Region as may be amended from time to time:

- General Counsel
- Chairman of the Board or Chief Executive Officer
- President
- Chief Operating Officer
- Chief Technology and Innovation Officer
- Chief Financial Officer
- Chief Information Officer
- Chief Corporate Development Officer
- Executive Vice President or Senior Vice President
- Vice President
- Treasurer
- Regional Vice President
- General Manager
- Other G4S Secure Solutions (USA) Inc. employee who is specifically authorized to so execute such Contracts by the General Counsel of the Corporation.

FURTHER RESOLVED: That the Board of Directors does hereby authorize and empower any one or more of the following persons designated by organizational title to sign local, state or Federal tax returns or any other forms promulgated by a local, state or Federal taxing authority, insurance forms and documents, deeds, leases, licenses, banking and loan documents, benefit plans, benefit plan modifications ("Forms") and any other documents necessary to effectuate such Forms on behalf of the Company:

- Chairman of the Board or Chief Executive Officer
- President or Chief Operating Officer
- Chief Financial Officer
- Executive Vice President or Senior Vice President
- Treasurer
- Any other Vice President who is specifically authorized to so execute such Forms by the General Counsel of the Corporation.

FURTHER RESOLVED: That the appropriate officers of the Company be fully authorized and empowered to do all things necessary or desirable to fully effectuate the transactions contemplated by the foregoing resolution, and to execute any and all documents, including but not limited to furnishing resolutions and certificates, all without the necessity of obtaining further Board of Director approvals.

IN WITNESS WHEREOF, I hereby certify that the foregoing resolution is valid and in full force and effect as of the date immediately set forth below, and I have hereunto subscribed my name and affixed the seal of said corporation on this 22nd day of June, 2018.

(SEAL)

Michael Hogsten
Michael Hogsten, Vice President, General Counsel and Secretary

Sworn to and subscribed before me, personally this 22nd day of June, 2018

Jill Divens
Signature of Notary Public - State of Florida

Jill Divens

Print, Type, or Stamp Commissioned Name of Notary Public
Personally Known (X) or Produced Identification ()

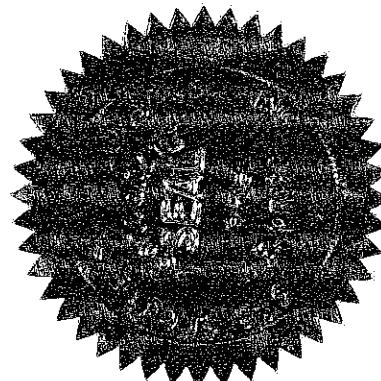
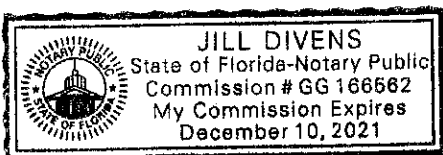


EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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