

CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Police  
AGENDA DATE: September 10, 2013  
CONTACT PERSON NAME AND PHONE NUMBER: Bob Feidner, Assistant Chief, 564-7301  
Bruce Collins, Purchasing Director, 541-4308  
DISTRICT(S) AFFECTED: All

**SUBJECT:**

Authorize the City Manager to enter into an agreement between the City of El Paso and G4S Secure Solutions (USA), Inc., 4308 Carlisle Blvd. NE, Suite 101, Albuquerque, NM 87107 (G4S), under the General Services Administration (GSA) Contract #GS07F-0382K, in an amount not to exceed \$1,322,864.10 to provide the El Paso Police Department (EPPD) with prisoner processing, transportation, booking and watch services at all five regional command centers from October 1, 2013 – September 30, 2014.

**BACKGROUND / DISCUSSION:**

The City of El Paso retained MGT of America to conduct a patrol staffing analysis. The analysis report recommended that the EPPD consider the use of transport and booking officers. As a result, the City entered into a contract with G4S for its Police Department as a pilot program for prisoner processing, transportation, booking and watch services at Pebble Hills Regional Command and Mission Valley Regional Command Centers with a contract term of October 1, 2012 – September 30, 2013. These duties are normally performed by on-duty sworn officers but outsourcing the tasks allows officers a faster return to patrol duties and functions requiring sworn officers. Evaluation and analysis of performance indicated that the program is beneficial to the Police Department, the City and the community. The EPPD desires to enter into a second contract with G4S for citywide services at all five regional commands (adding Westside Regional Command, Northeast Regional Command and Central Regional Command Centers).

**PRIOR COUNCIL ACTION:**

City Council approved a similar contract with G4S on August 14, 2012

**AMOUNT AND SOURCE OF FUNDING:**

General Fund Account # 21100 – 522150 – 1000 – 321 – P2103 in an amount not to exceed \$1,322,864.10

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**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

\_\_\_\_\_  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**COUNCIL PROJECT FORM  
(COOPERATIVE CONTRACT)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **SEPTEMBER 10, 2013.**

Request that the Purchasing Director for the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to G4S Secure Solutions, (USA) Inc. A contractor listed under U.S. General Services Administration, (GSA) contract # GS-07F-0382K (G4S Secure Solutions, USA Inc.). The services provided are for prisoner transport and processing services. The City has made the determination that purchasing from this cooperative offers the most cost-effective pricing.

Department:	Police
Award to:	G4S Secure Solutions, Inc. Albuquerque, New Mexico
Annual Estimated Amount:	\$ 1,322,864.10
Total Estimated Award:	\$ 1,322,864.10 (one year)
Account No.:	321 – 21100 – 522150 – 1000 - P210
Funding Source:	General Fund
District(s):	All
Reference No.:	2014-011

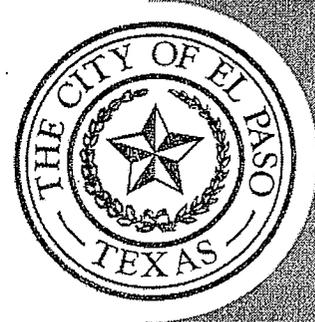
This is a Cooperative, (service) contract.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*

*Dedicated to Outstanding Customer Service for a Better Community*

**SERVICE SOLUTIONS SUCCESS**



TO: Bruce Collins, Purchasing Director  
FROM: A/C M. Gardner  
DATE: 7/03/13  
RE: Five-Factor Memo for Prisoner Transportation Services

The Police Department is currently working on securing a renewed contract for prisoner processing and transportation services. The following information is being provided in relation to a desired contract with G4S Secure Solutions (G4S), GSA contract #GS-07F-0382K.

1) Is time of the essence for this particular purchase?

The current contract expires September 30, 2013. This contract renewal is intended to expand the prisoner transportation services to all five police regional commands. The current contract was a pilot program involving two of the regional commands. Due to the success of the pilot program, the Police Department desires to continue with the services on a citywide basis.

2) Does the purchase promote the standardization of current equipment?

The purchase does not involve equipment.

3) Does the purchase support local business? If so, how? If not, is there a comparable product available locally?

Yes, there is a benefit. Although G4S is headquartered in Jupiter, FL, there is a satellite office located in Albuquerque, NM, and an satellite office in El Paso Texas. A contract with the company will result in the hiring of staff that are most likely to be from El Paso, thus benefiting the community through local job creation.



911 N. Raynor  
El Paso, Texas 79903  
(915) 564-7000 – [www.eppd.org](http://www.eppd.org)

**Mayor**  
Oscar Leeser

**City Council**

*District 1*  
Ann Morgan Lilly

*District 2*  
Larry Romero

*District 3*  
Emma Acosta

*District 4*  
Carl L. Robinson

*District 5*  
Dr. Michael R. Noe

*District 6*  
Eddie Holguin Jr.

*District 7*  
Lily Limon

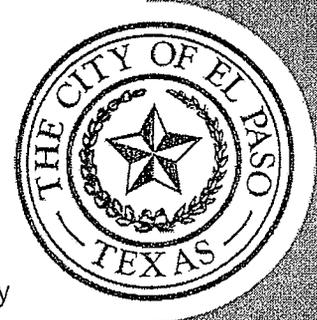
*District 8*  
Corney C. Niland

**City Manager**  
Joyce A. Wilson

**Chief of Police**  
Gregory K. Allen

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**SERVICE SOLUTIONS SUCCESS**



4) Does the available vendors have prior work experience and/or familiarity with the City?

G4S and the City have been in a contract for prisoner transportation services since October 1, 2012. This business relationship has been successful and the services have provided significant sworn officer FTE savings by allowing officers to return to the field faster after an arrest. The City is also in the process of contracting with G4S for security guard services at various City facilities.

5) Does the price appear reasonable?

An analysis of the G4S pilot program revealed that an average time savings of approximately 121 minutes per arrest is being realized. Outsourcing prisoner transportation services, a function that does not require a peace officer, allows sworn officers to return to in-service status much sooner to be available for service calls and/or proactive activities that do require a peace officer. Another unexpected benefit to using prisoner transportation services has been the increase in arrests of approximately 30% for one pilot region and approximately 19% for the other pilot region. We expect the time savings to continue and arrests to increase as we move from the pilot program phase to city wide implementation. It is anticipated through citywide implementation that we will see approximately 37,502 hours of officer time saved which is the FTE equivalent of about 18 sworn officers. As such, the price is deemed to be reasonable due to the return on the dollar invested.

**Mayor**

Oscar Leeser

**City Council**

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Eddie Holguin Jr.

*District 7*

Lily Limon

*District 8*

Cortney C. Niland

**City Manager**

Joyce A. Wilson

**Chief of Police**

Gregory K. Allen



911 N. Raynor

El Paso, Texas 79903

(915) 564-7000 – [www.eppd.org](http://www.eppd.org)



## SERVICES CONTRACT

**THIS SERVICES CONTRACT** (hereinafter "Contract") is entered into as of October 1, 2013 (the "Commencement Date"), beginning with transportation services at Pebble Hills Regional Command Center and Mission Valley Regional Command Center, and expanding services starting November 5, 2013 to Central Regional Command Center, Northeast Regional Command Center and Westside Regional Command Center, between **G4S Secure Solutions (USA) Inc.**, a Florida Corporation with an office located at 4308 Carlisle Blvd. NE. Suite 101, Albuquerque, New Mexico 87107 ("Contractor" or "G4S"), and City of El Paso with an office located at 300 N. Campbell Street, El Paso, Texas 79901 ("Client") (hereinafter Contractor and Client may be referred to as the "Party" or "Parties" and Client may additionally be referred to as "City" or "the City").

This Contract is entered into by the Parties under Government Services Administration (GSA) Federal Supply Service Contract #GS-07F-0382, Special Item No. 246-99: Transportation Security Services, expiration date July 23, 2015.

The Parties hereby agree as follows:

### 1. SCOPE OF SERVICES.

(a) Contractor shall furnish and/or perform the services described in Schedule A, attached hereto and incorporated herein by reference, (the "Services") at Client's premises located at:

1. Mission Valley Regional Command, 9011 Escobar Dr., El Paso, TX 79907
2. Pebble Hills Regional Command, 10780 Pebble Hills, El Paso, TX 79935
3. Northeast Regional Command, 9600 Dyer, El Paso, TX 79924
4. Westside Regional Command, 4801 Osborne, El Paso, TX 79922
5. Central Regional Command, 200 S. Campbell Street, El Paso, TX 79901
6. Any other El Paso Police Department (EPPD) facility in which services may be performed.

(the "Premises") in accordance with this Services Contract and all post orders or other written guidelines agreed upon by Client and Contractor (the "Contract"). Other Regional Command Centers may be phased in during the contract term by written amendment duly authorized and executed by the City Council and Contractor. The Client has specified the nature, type and degree of, and hours for, the services to be provided by Contractor for the purpose of carrying out the terms and conditions of this Contract. (b) Contractor is generally available to perform Emergency Services, subject to the Parties entering a separate Emergency Services Agreement that contains mutually agreeable terms and conditions. Emergency Services include, but are not limited to: (i) acts of government in its sovereign capacity, (ii) fires, (iii) floods, (iv) strikes, (v) acts of terrorism, (vi) unusually severe weather, (vii) riots, (viii) earthquakes, or (ix) other acts of God.

### 2. BILLING.

(a) Client shall pay Contractor for the Services at the rates specified in Schedule A and in this Section. The rates contained in Schedule A shall become effective as of the Commencement Date, and shall remain in force for one (1) year. The Parties shall meet not less than 120 days prior to the annual anniversary date of the Commencement Date to negotiate the rates for subsequent year(s) of Services under this Contract. Notwithstanding the foregoing or anything to the contrary herein, following receipt of written notice from Contractor, rates shall be automatically adjusted to fully recover any change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and / or Federal or State minimum wage laws. In addition, these rate increases identified for medical insurance premiums, participation rates or both may be adjusted for any increased costs for medical insurance premiums, participation rates or both. Such adjustments shall be negotiated for possible incorporation into any subsequent contract renewal or amendment following the contract term in which any applicable cost increase is identified.



(b) As further set forth in Schedule A, the Client agrees to pay Contractor, for hours worked on the calendar date of the recognized holiday, billed Holiday Rates of \$30.21/hr. Recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor employees are paid time plus one half when working on these holidays but the rate billed to Client will remain at \$30.21/hr.

(c) The Client agrees to pay billed rates of \$30.21/hr for temporary services, other than healthcare prisoner watch services, requested with less than 7 days' notice for the first 30 days of service, after 30 days, temporary services cost will be billed at \$21.58/hr regular time and \$30.21 for holidays worked.

(d) Performance reports as outlined in Schedule B will be submitted to Client by Contractor by the 10<sup>th</sup> (tenth) day of the following month.

**3. INVOICES; PAYMENT.** Contractor will invoice Client monthly for the Services performed through written invoices. Invoices shall not be submitted to Client by Contractor more frequently than once per month. All invoices are due and payable by Client within ten (10) days upon receipt. Payment and any disputes that arise from invoice, payments, or Services rendered are subject to Texas Government Code Chapter 2251.

**4. TERM; TERMINATION; RENEWAL.** This Contract is effective as of the Commencement Date and shall continue in effect until either Party gives the other Party written notice not less than thirty (30) days in advance, specifying the date of termination. Contractor acknowledges that approval of annual negotiated rates are subject to approval of the Client's governing body. If the Parties fail to come to an agreement on the rates as of the expiration date, the Client may elect to terminate the Contract following discussion by the Client's governing body. Additionally, the Contract may be terminated: (a) effective thirty (30) days from the date of receipt of a written termination notice by either Party; (b) by Contractor for non-payment by Client following twenty-four (24) hours written notice; (c) immediately upon written notice to the Client in the event a Bankruptcy petition is filed or a receiver is appointed by or for the Client; (d) by either Party effective thirty (30) days from the receipt of written notice to the other regarding the failure of such other Party to perform its duties or obligations hereunder, provided such failure is not cured within the thirty (30) day notice period; and (e) immediately, and with no further liability or compensation to either Party, upon failure of either the County of El Paso or the El Paso County Sheriff's Office to accept EPPD prisoners from Contractor. In the event Client terminates this Contract within the initial twelve (12) month period for any reason other than Contractor's failure to perform as set forth in 4(d) above, or because of circumstances set forth in 4(e) above, Client shall reimburse Contractor for vehicles procured for and used exclusively in the performance of this Contract. Costs will be based on a per vehicle cost of \$30,100.00 plus the cost of the per vehicle conversion kit of \$24,000.00, less any monthly billings paid. In any event, the costs will not exceed \$54,100.00 per vehicle. Contractor agrees to use due diligence to reassign the vehicles to another Contractor office or Contractor contract within thirty (30) days of an applicable termination of Contract by Client in which case Client will not be responsible for any payment for each vehicle reassigned. However, if the cost of the vehicles is completed and fully paid for and the Contract is terminated early, the title and ownership of the vehicles will belong to the Client.

#### **5. HUMAN RESOURCES.**

(a) Contractor's staff assigned to work under this Contract on the Premises must pass a fingerprint-based background check per the Criminal Justice Information Services (CJIS) Security Policy, and staff must maintain eligibility for access to the Premises under such rules for the duration of the employment for this Contract. In addition, all staff must receive Security Awareness Training which will be administered by Client.

(b) Client reserves the right to refuse or revoke Contractor staff access to the Premises for staff who fail to pass the background check in (a) or who fail to maintain eligibility for access to the Premises. In such cases, Contractor shall immediately replace any staff whose access is denied.

**6. DUTIES OF TRANSPORTATION OFFICERS.** Contractor's transportation officers assigned to the Premises will perform the Services set forth in the Contract. The transportation officers will perform the duties assigned to them in



accordance with applicable written post orders or guidelines, but shall be under the sole control and direction of Contractor. The Client assumes the risk and responsibility in the event that Client takes over direct control or supervision of a Contractor employee by requiring the employee to perform contrary to the Contract or not perform duties as contemplated by the Contract. The transportation officers, while on duty, shall wear uniforms, present a neat and orderly appearance, and shall perform their duties in a courteous and respectful manner. Furthermore, the transportation officers shall receive training, as applicable, including basic life-saving first-aid treatments and defensive driving techniques before performing the tasks in this Contract.

**7. CITY-OWNED EQUIPMENT.** The City shall provide and install a police radio and a mobile computer terminal (MCT) into each transport van to assist transport officers with communication and status tracking. The City bears all radio and MCT installation costs. The City retains ownership of the radios and MCT's along with any additional installation brackets, connection devices and wiring. The City shall be responsible for maintenance and repair costs to radios or MCT's unless repairs are necessary due to gross negligence of G4S personnel. Contractor is responsible for maintenance and repair of any vehicles used in this contract.

**8. INSURANCE AND LIMITATION OF LIABILITY.** Contractor shall provide a visible presence, and shall deter, observe and report. Contractor is not an insurer of the premises and makes no representation, express or implied, that its Services will prevent injury, loss or damage.

Contractor shall carry, in a solvent company authorized to do business in Texas, liability insurance in the following minimum amounts:

- (i) Comprehensive automobile liability, with \$10,000,000 combined single limit, and,
- (ii) Comprehensive general liability, with limits of \$10,000,000 per occurrence, \$10,000,000 aggregate, and \$10,000,000 products/completed operations per occurrence.
- (iii) With respect to the above required insurance, the City and its officers and its employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancelation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this Contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancelation of any such policies.

In addition, for the duration of this Contract and any extension hereof, Contractor shall carry Worker's Compensation Insurance and \$500,000 Employers' Liability Insurance as required by Texas law.

Client shall give timely notice to Contractor of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") or, with respect to a third party Claim, within thirty (30) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Contractor by Client unless such notice is given. Contractor's liability under this Contract shall be limited to the limits of Contractor's insurance coverage's as set forth above. Failure to comply with 30 day time limit is not a bar.

**9. INDEMNIFICATION.** As a condition of this Contract, Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS CONTRACT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. This indemnification does not apply to gross negligence or acts of willful misconduct on the part of the City, its officers, agents or employees. Without modifying the conditions precedent for preserving defenses, asserting claims or enforcing any legal liability, against the City as required by the City Charter or any law, the City shall



promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will thereafter: 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor shall pay all judgments in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City shall not be responsible for any loss of or damage to Contractor's property from any cause.

**10. INABILITY TO PERFORM PROTECTIVE SERVICES.** Contractor will not be liable for any failure or delay in performing the Services, in whole or in part, where such failure or delay is caused by circumstances beyond Contractor's control, including acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, court order or any other cause over which Contractor does not have direct control.

**11. COMPLIANCE.** Contractor and Client shall comply with all applicable Federal, State and local laws, rules and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. In addition, and in accordance with Section 503 of the Rehabilitation Act of 1973, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment, qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job. Further, and in accordance with 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment; qualified special disabled veterans, recently separated veterans, and other protected veterans.

**12. SEVERABILITY OF PROVISIONS.** The covenants and provisions contained in this Contract are separate and independent and in the event any section, paragraph or provision hereof shall be declared invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other section, paragraph or provision in this Contract, which should be construed as if such invalid, illegal or unenforceable section, paragraph or provision had never been contained herein.

**13. ASSIGNMENT.** Either party may assign this Contract to a wholly owned subsidiary or corporate affiliate. Absent such affiliation, this Contract shall not be assigned by either Party without the other Party's prior written consent.

**14. GOVERNING LAW.** This Contract and all amendments, modifications, alterations or supplements hereto shall be deemed to have been executed in, and shall be governed by and construed in accordance with the laws of the State where the Service is performed.

**15. VENUE.** Both Parties agree that venue for any litigation arising from this Contract will lie in El Paso, El Paso County, Texas.

**16. NOTICE.** Any notice required to be delivered by either Party under this Contract shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed in a registered or certified postpaid envelope deposited in the United States mail addressed to the address of either Party as set forth below:

**To Contractor: G4S Secure Solutions (USA) Inc.**  
4308 Carlisle Blvd. NE, Suite 101  
Albuquerque, New Mexico 87107  
Attention: Paul Nagy, General Manager

**With a copy to: G4S Secure Solutions (USA) Inc.**  
1395 University Blvd.  
Jupiter, Florida 33458  
Attention: Contracts Manager



**To Client: City of El Paso**  
300 N. Campbell Street  
El Paso, Texas 79901  
Attention: Joyce Wilson, City Manager, or designee

**With a copy to: El Paso Police Department**  
911 N. Raynor Street  
El Paso, Texas 79903  
Attention: Assistant Chief Michelle Gardner

**17. NON-WAIVER.** Any failure of either Party to strictly enforce the provisions of this Contract, with the exception of the notice requirement set forth in Paragraph 16 above, shall not constitute a waiver of any contractual rights hereunder, unless such waiver is in writing signed by the waiving Party.

**18. INDEPENDENT CONTRACTOR.** Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or its employees incurred in the performance of the Contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of its employees as employees of the City. Neither the Contractor nor its employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Worker's Compensation Program.

**19. LICENSES.** Contractor, its officers and employees, shall be duly licensed and will obtain all permits necessary and required to perform Services by the State, County and/or Municipality where Services are to be performed.

**20. NO THIRD-PARTY BENEFICIARIES.** The Services are being provided only to Client or its agents. No other person or entity is, nor is intended to be, a third-party beneficiary under this Contract. Contractor is assuming no duty to protect any other persons or entities or their property. Contractor's liability is noted in the Indemnity provision mentioned earlier in this Contract.

**21. HAZARDOUS CONDITIONS.** Client warrants and represents that there are no chemical or other hazards that require disclosure to employees of Contractor that have not been disclosed to Contractor under the OSHA Chemical Hazard Communication Standard 1910. 1200. Client agrees that, to the extent it is required by law to provide such training to its own employees, it will allow Contractor employees to attend any Hazard Communication Training Program and will provide all training materials to employees of Contractor.

**22. ENTIRE AGREEMENT.** This Contract is the final expression and embodies the entire agreement of the Parties relating to the subject matter hereof. No amendment or modification of this Contract shall be valid or binding upon the Parties unless made in writing and properly executed by Contractor and Client.

**23. MISCELLANEOUS.**

(a) All references to the Parties shall include the plural as well as the singular, and heirs, legal representative, successors and permitted assigns whether the same is masculine, feminine or neutral.

(b) Each individual executing this Contract on behalf of a limited liability company, a corporation, a partnership or any other legal entity (the "entity") represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the entity, and that this Contract is binding upon said entity in accordance with its terms.

(c) All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.

(d) The captions, section numbers and articles appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Contract.

(e) If either Party seeks to enforce this Contract by or through an attorney-at-law, the non-prevailing Party shall pay to the prevailing Party upon demand all costs and expenses incurred by prevailing Party in connection with such enforcement action including, without limitation, attorneys' fees, expert fees, costs and expenses.

**SIGNATURE BLOCK FOLLOWS:**



IN WITNESS WHEREOF the Parties have caused this Contract to be executed as of the Commencement Date by a duly authorized agent.

**G4S Secure Solutions (USA) Inc.:**

By: (Signature) \_\_\_\_\_  
Name: Paul Nagy \_\_\_\_\_  
Title: General Manager \_\_\_\_\_  
Date: \_\_\_\_\_

**CLIENT: City of El Paso**

By (Signature): \_\_\_\_\_  
Name: Joyce A. Wilson \_\_\_\_\_  
Title: City Manager \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Content:

\_\_\_\_\_  
Gregory K. Allen  
Chief of Police

Approved as to Form:

\_\_\_\_\_  
John Batoon  
Assistant City Attorney



## SCHEDULE A

### SCOPE OF WORK AND RATES

The pricing herein is subject to the current GSA Schedule as to pricing, but it is not subject to the Service Contract Act Wage Determination since the Agreement is with the City of El Paso and not a federal agency customer.

### **Regional Command & Transportation Staffing**

**Operational Periods:** Tuesday-Saturday 1600-0900, no coverage on Sunday & Monday. G4S coverage hours may be adjusted by EPPD command by coordinating in advance with G4S Management as long as daily weekly coverage remains consistent with contractual weekly hours.

**Locations:** All five (5) Regional Command Centers for the City of El Paso – El Paso Police Department and any additional locations as identified by the City of El Paso and the El Paso Police Department:

<b>Pebble Hills Regional Command</b> 10780 Pebble Hills EL Paso, TX 79935	<b>Mission Valley Regional Command</b> 9011 Escobar Dr. El Paso, TX 79907
<b>Northeast Regional Command</b> 9600 Dyer St. EL Paso, TX 79924	<b>Westside Regional Command</b> 4801 Osborne Dr. El Paso, Texas 79922
<b>Central Regional Command</b> 200 S. Campbell St. El Paso, TX 79901	



## Transportation Staffing

1. Two (2) G4S transport teams to cover each of the five (5) Regional Command stations.
2. G4S Transportation Officers available/roving to take prisoners to El Paso County Jail downtown or to the Jail Annex on Montana
3. G4S to oversee prisoners in holding cells at Regional Command stations for a reasonable amount of time determined by work volume, case type, investigative requirements, or any other applicable factor, with a tumultuous or violent prisoner being transported as soon as deemed necessary by EPPD personnel
4. G4S Transport units would be standing by or roving. It is reasonable to expect a minimum of 2 hours for each transport run but this will increase based on number of prisoners being booked
5. Central Regional Command prisoners will be picked up and booked by either transport team to be determined on a case by case basis

### Transportation Operating Schedules (8 core FTE's )

Transport Team #1 for Pebble Hills and MVRCC	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
CPO 1		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
SGT 1		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 2		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 3		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	Off	170 hours				



Transport Team #2 Northeast and Westside Regional Commands	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
CPO 4		1600- 0030	1600- 0030	1600- 0030	1600- 0030	1600- 0030		42.5 hours
CPO 5		1600- 0030	1600- 0030	1600- 0030	1600- 0030	1600- 0030		42.5 hours
CPO 6		0030- 0900	0030- 0900	0030- 0900	0030- 0900	0030- 0900		42.5 hours
SGT 2		0030- 0900	0030- 0900	0030- 0900	0030- 0900	0030- 0900		42.5 hours
	Off	34 hours	34 hours	34 hours	34 hours	34 hours	Off	170 hours



## Regional Command Staffing

1. Two (2) G4S booking officers at each of the five (5) Regional Command stations
2. EPPD officers bring the arrestee to the Regional Command station and turn over arrestee to a G4S crew at the Regional Command station
3. G4S officers responsible for Live Scan and securing prisoners in EPPD facility, pending transportation by G4S either to the jail, or to a suitable medical facility for medical clearance if required and requested by EPPD personnel and then to the jail
4. Generally, El Paso Police would be available at the Regional Command station to assist G4S with unexpected situations arising while arrestee in holding cells

### Regional Command Booking Staff Operating Schedules (18 core FTE's):

Pebble Hills Booking Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly hours
CPO 7	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 8		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 9		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 10		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	Off	170 hours				



MVRCC Booking Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly hours
CPO 11	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 12		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 13		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 14		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	Off	170 hours				

Northeast Regional Command Booking team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
CPO 15	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 16		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 17		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 18		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	Off	170 hours				



Westside Regional Command Booking team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly hours
CPO 19	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 20		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 21		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 22		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	Off	170 hours				

Central Regional Command Booking Team	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Hours
CPO 23	No Coverage	1600-0030	1600-0030	1600-0030	1600-0030	1600-0030	No Coverage	42.5 hours
CPO 24		1600-0030	1600-0030	1600-0030	1600-0030	1600-0030		42.5 hours
CPO 25		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
CPO 26		0030-0900	0030-0900	0030-0900	0030-0900	0030-0900		42.5 hours
	Off	34 hours	Off	170 hours				



1190 total hours per week of service after full implementation with a core CPO team of 26 FTE's

**Note:**

- The Project Manager will embed the working Sergeants into transportation or booking operations as needed to provide effective leadership and supervision.
- G4S will hire additional part time officers beyond the core 26 FTE staff to provide flexibility, back up and reduce CPO overtime.

### **Prisoner Watch**

**(If required by EPPD beyond core contract)**

G4S Transportation Officers available to provide Prisoner Watch services on an as needed basis, as determined by the El Paso Police Department. If officers are needed for Healthcare Prisoner Watch Services, a rate of \$21.58 will apply when 72 hour notice is given; otherwise an overtime rate of \$30.21/hr. will be applied.



## FULL IMPLEMENTATION COSTS

### Full Implementation Start Dates:

Pebble Hills Regional Command and Mission Valley Regional Command—October 1, 2013

Central Regional Command, Northeast Regional Command and Westside Regional Command—November 5, 2013

### Labor Pricing

Full Implementation as prorated is \$1,322,648.10 based on 12 months (52 weeks)

- Bill Rate = \$21.58 / hour
- One dedicated G4S Manager

### Equipment Pricing

Item	Quantity	Unit Cost Monthly	Total Monthly Direct Bill
<p>Transport Vans</p> <p>2013/2014 Transport Van with Cage and G4S Markings and Amber Light Bar - Van Conversion Description - as detailed in original proposal dated 09-29-11. (see attached)</p>	Two (2)	<p>\$2,150 for Transport Van</p> <p>Mileage will not be charged.</p>	\$4,300 / month
Prisoner Handcuffs, Leg Irons, Waist Chains	Twelve (12) Sets per Transport Van For two (2) Transport Vans	INCL	INCL



Item	Quantity	Unit Cost Monthly	Total Monthly Direct Bill
Tasers – from Tasers International	One (1) for each Command post – for five (5) Command Posts  One (1) for each Transport Team	40.00 per unit For 7 units	\$280 / month
<b>EQUIPMENT MONTHLY GRAND TOTAL</b>			<b>\$4,580 / month</b>

**Total Prorated Contract Costs \$1,322,864.10**

**Note:** Prorated total costs include a 10/01/13 start date for current business (Pebble Hills Regional Command and Mission Valley Regional Command) and an 11/05/13 start date for full Implementation (addition of Westside Regional Command, Northeast Regional Command and Central Regional Command).

**Total “Prorated” Costs**

• Labor	\$	<u>1,261,998.40</u>
• Vans	\$	<u>49,450</u>
• Mileage	\$	<u>Incl</u>
• Restraints	\$	<u>Incl</u>
• Holiday Pay	\$	<u>8,215.76</u>
• Tasers	\$	<u>3,200</u>
• Total	\$	<u>1,322,864.10</u>



## Prorate Calculation

### Labor Calculation:

Pebble Hills and Mission Valley: 170 hours X 3 (one transport team, two regional teams) = 510 hours X 52 weeks = 26,520 hours X \$21.58/hour = \$572,301.60

Central, Northeast, Westside: 170 hours X 4 (one transport team, three regional teams) = 680 hours X 47\* weeks = 31,960 X \$21.58/hour = \$689,696.80

Holiday Pay: 4 holidays X 17 hours per day = 68 hours X 14 people = 952 hours X \$8.63 (difference in bill rate for regular/holiday) = \$8,215.76

Total Labor Costs \$1,322,864.10

\*47 weeks = start date of November 5 is five weeks later than October 1

### Equipment Calculation:

3 Tasers for full year (Pebble Hills, Mission Valley, one transport team) X \$40/month X 12 months = \$1,440

4 Tasers prorated (Northeast, Westside, Central, one transport team) X \$40/month X 11 months = \$1,760

Total Taser Costs \$3,200



## Schedule B Performance Reports

Monthly performance reports shall be required in order to calculate cost per arrest and shall include the following:

1. Time (in hours and minutes) spent by each individual employee in the following categories:
  - Time spent processing prisoners on Live Scan
  - Time spent watching prisoners
  - Time spent assisting EPPD officers with duties related to prisoners
  - Time spent securing and loading prisoners for transport
  - Driving time, mileage and indication of destination (by each leg of trip)
  - Time spent with a magistrate
  - Time spent waiting for a magistrate
  - Time spent obtaining medical clearances
  - Time spent guarding prisoners admitted to a medical facility
  - Time spent at jail in booking process (to include wait time)
  - Time spent doing no activity related to processing, transporting, booking, guarding or obtaining medical clearances (available time)
2. Number of medical clearances obtained
3. Number of prisoners admitted to a medical facility and guarded



# **EL PASO POLICE DEPARTMENT**

## **PRISONER TRANSPORTATION AND BOOKING SERVICES**

**September 10, 2013**



# History

- In April 2011, MGT of America, Inc. conducted a management study and recommended outsourcing prisoner processing, transportation and booking services
- Shortly thereafter, OMB assessed potential time savings of service implementation that led to a pilot program contract in FY13 with G4S Secure Solutions, Inc. (G4S) for services at Pebble Hills Regional Command (PHRC) and Mission Valley Regional Command (MVRC)
- Government Services Administration (GSA) Contract
- No other known company who can perform the services
- G4S has a local office in El Paso and will hire staff locally



# G4S Activity Totals

## Pilot Program

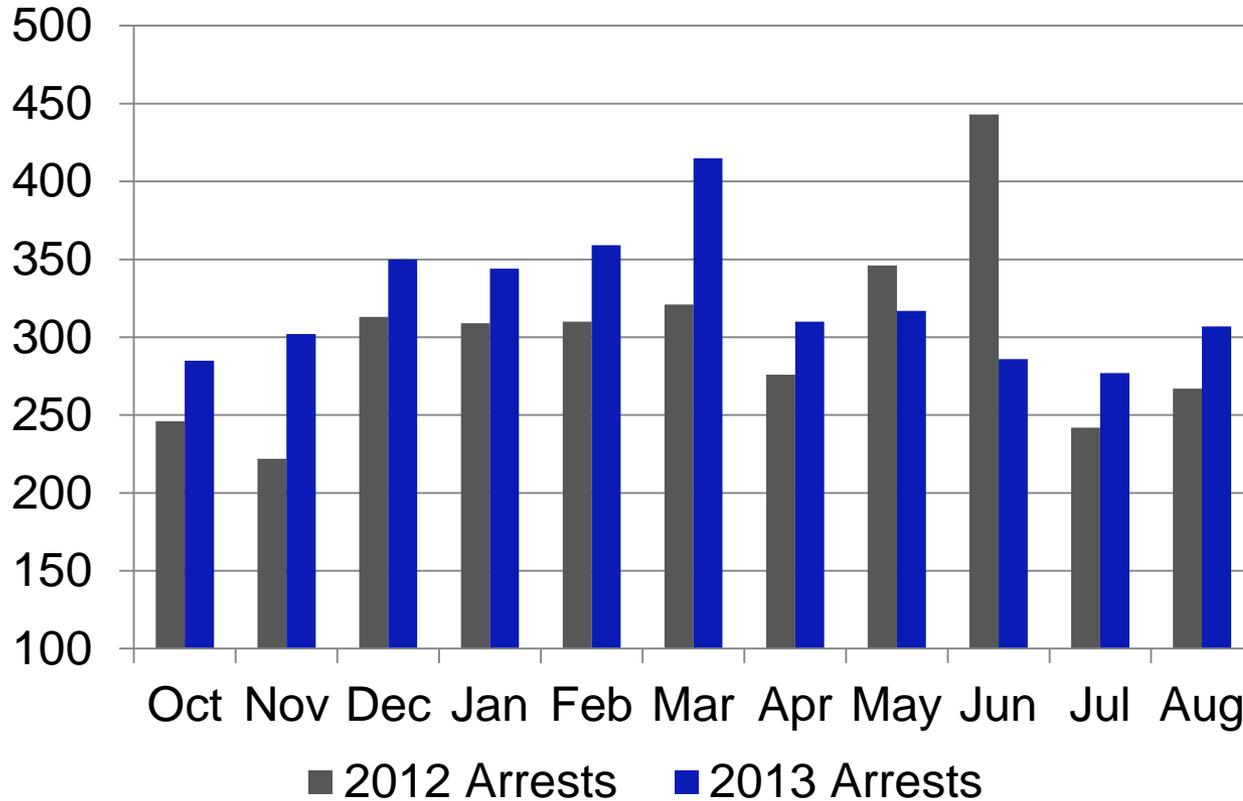
	<b>PHRC*</b>	<b>MVRC**</b>	<b>Totals</b>
<b>Live Scanned</b>	2563	1707	4270
<b>Transported / Booked</b>	2262	1435	3697

\* contract period commenced October 1, 2012

\*\* contract period commenced February 1, 2013



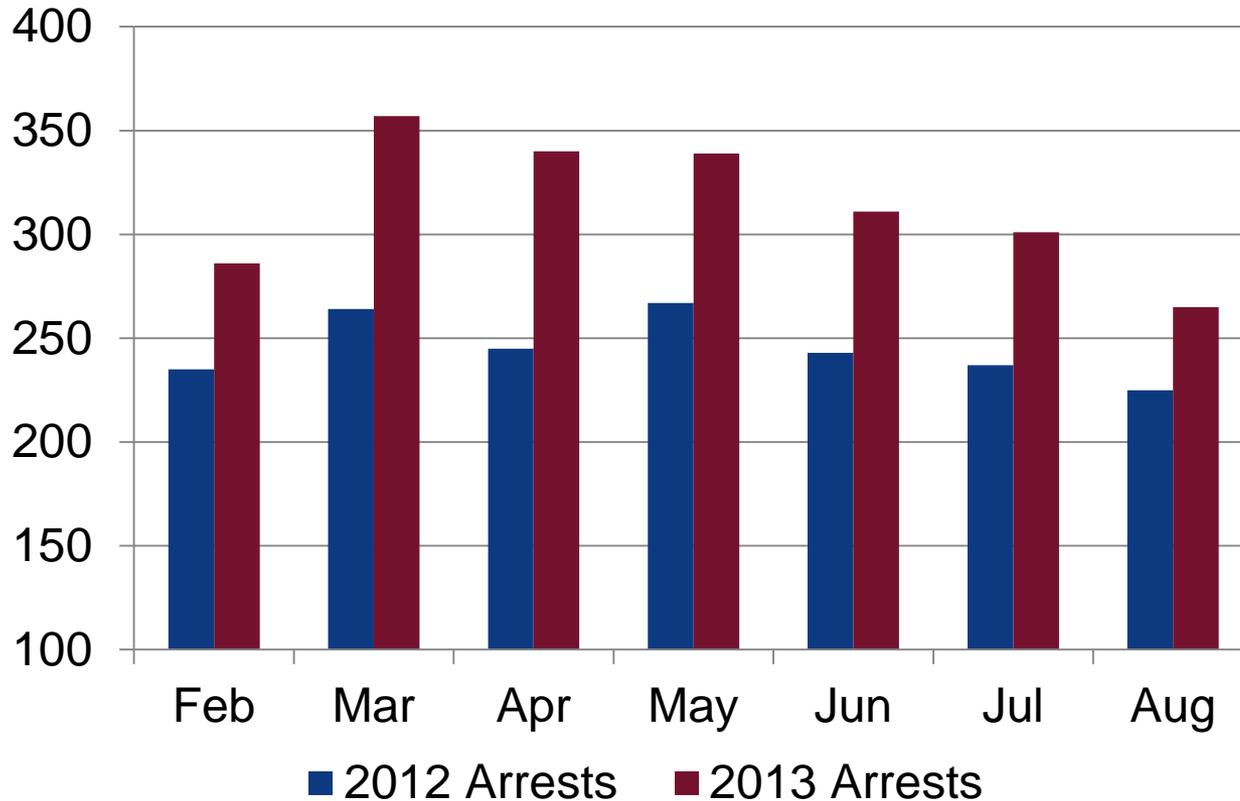
# PHRC ARRESTS



FY13 arrests (October 2012 – August 2013) equaled 3,552 representing a 7.8% increase over the same FY12 period.



# MVRC ARRESTS



FY13 arrests (February 2012 – August 2013) equaled 2,199 representing a 28.1% increase over the same FY12 period.



## TIME SAVINGS

	Arrests	Estimated Time Savings per Arrest	Estimated Officer Time in Hours	Equivalent FTE's
<b>2012 Arrests</b>	5,011	121	10,106	5
<b>2013 Arrests</b>	5,751	121	11,598	6
<b>2014 Projected Arrests Citywide</b>	17,865	121	36,027	17

**Assumptions:**

Arrest data Tuesday thru Saturday 1400 hours thru 0700 hours at PHRC and MVRC

2012 and 2013 data is the actual arrest data for the applicable time period: PHRC (Oct-Aug), MVRC (Feb-Aug)



## CITYWIDE IMPLEMENTATION

- Contract term is for one year commencing October 1, 2013
- Contract continues services at Pebble Hills Regional Command and Mission Valley Regional Commands
- Contract expands services to Northeast, Westside and Central Regional Commands effective November 5, 2013
- Staggered start dates are designed to eliminate any lapse in services while allowing for the lead time needed by G4S to secure staff and equipment
- EPPD officers report positive feedback with the services and an increase in morale



Questions?