STATE OF TEXAS)
)
COUNTY OF EL PASO)

SECURITY SERVICES AGREEMENT

This agreement, by and between El Paso County on behalf of the El Paso County Juvenile Probation Department, hereinafter known as "JPD" and Mike Garcia Merchant Security, LLC duly licensed by the State of Texas Private Security Bureau pursuant to Section 1702 et. seq., Texas Occupation Code, hereinafter called "Contractor" to provide security services for the main administrative buildings and surrounding parking lots located at 6400 Delta Drive, El Paso, Texas.

I. Services to be Performed by Contractor:

Contractor shall perform the following services for the JPD:

1.1 Security Work Schedule

1.1.1 JPD requires Contractor to provide services based upon the following operating schedule. Scheduled work hours shall be within the contracted number of hours per week, but actual work times may be modified by mutual agreement to accommodate specific operational needs within the facility.

Administration Lobby

Monday through Thursday 7:00 a.m. - 7:00 p.m.Friday 7:00 a.m. - 5:00 p.m.Saturday 8:00 a.m. - 1:00 p.m.

Delta Academy Lobby

Monday through Thursday 8:30 a.m. – 7:30 p.m. Friday 8:30 a.m. – 5:00 p.m.

- 1.1.2 During scheduled working hours, security personnel shall adhere to any rules, regulations and codes of conduct required of the Contractor. Contractor shall be made aware of the rules of the JPD and ensure that security personnel adhere to those rules.
- 1.1.3 JPD requires continuous, uninterrupted security coverage of the administration building lobby during the times or mutual agreed to as listed above.
- 1.1.4 Contractor shall maintain a daily activity log indicating personnel duty and break times.

1.1.5 Contractor shall ensure that personnel maintain a professional demeanor, including, but not limited to prohibitions on personal visits and telephone calls.

1.2 <u>Security Personnel Uniform</u>

The JPD requires that Contractor provide or make available a standard security-type uniform which clearly displays the name of the Contractor and the name of the security company for security personnel to wear at all times while at the facility. The JPD shall immediately inform Contractor if security personnel are not in the authorized uniform or if said uniform or security personnel are not neat or clean in appearance.

1.3 <u>Security Personnel Licensing, Inspection and Procedures</u>

Security personnel shall be licensed and certified as required by the legal requirements of the Texas Private Security Bureau for security officers. The JPD requires that Contractor provide armed security personnel and that said security personnel are qualified under applicable state and/or federal laws to carry a weapon. Contractor shall inspect on not less than a monthly basis the weapons carried by security personnel and provide a report of such inspection to the JPD. JPD management shall have the right to request the results of any qualification or requalification with the firearm from the Contractor.

1.4 <u>Security Equipment Inspection</u>

Contractor shall be responsible for the monitoring, use and inspection of all security equipment and shall provide a daily report of the status of each piece of security equipment provided by JPD to Contractor. JPD security equipment listed below shall not be loaned or used by any individual other than security personnel. Security equipment, provided by the JPD with the exception of the portable radios includes:

- a. X-ray machine and metal detector
- b. Hand-held metal detector(s)
- c. Portable radio(s) (Provided by Contractor)
- d. Surveillance monitor(s)
- e. Desk, table, chair and work area basics.

1.5 Procedures

1.5.1 Although the JPD requires Contractor to provide armed security personnel, Contractor shall make every effort to ensure that security personnel remove weapons from their respective holsters only as a means of last resort.

- 1.5.2 Daily security practices expected from Contractor's security personnel under this Contract include:
 - a. Monitor x-ray and metal detector when individuals are passing through it
 - b. Investigate any alarms, signals or indicators when detectors indicate the presence of unusual or questionable items
 - c. Visually inspect all individuals entering and require them to remove hats or headgear of any type; open or remove coats, jackets or scarves
 - d. Visually inspect the contents of all personal carry items coming into the facility this shall include purses, briefcases, shoulders or gym bags, packages, boxes or other closed containers and notify JPD personnel (bailiff and Detention Central Control) if a weapon or suspicious item believed to be a threat is discovered
 - e. Ensure that cell phones or personal electronic devices are not taken into the facility by members of the general public
 - f. Ensure that any item which could potentially endanger or disrupt operations at the facility are not allowed. This includes weapons of any kind such as firearms or knives.
 - g. Direct all individuals based on their specific business, to the appropriate location and provide general information to inquiries from the public about facility operations
 - h. Maintain observation on all activity in the lobby and first floor area in and around the courtroom, reception desk, staircase and other adjoining areas
 - i. Conduct regular patrols of the front outside area, parking lot(s) and facility grounds at least once per hour
 - j. Investigate any suspicious behavior or activities occurring on the facility property
 - k. Respond to any disturbances in or on the facility property; respond to any calls for assistance from any location in or on the facility
 - l. Regularly check surveillance monitors for unusual or suspicious behavior
 - m. Monitor the portable radio for calls for assistance or reports of unusual activity; respond promptly when called via radio using appropriate radio protocol. All radio traffic shall be used for official business only
 - n. Relay information via radio to any staff, facility or court member with appropriate information, warnings or updates as appropriate
 - o. Maintain the orderliness of the front lobby area; direct any individual to conduct themselves appropriately when on the facility property; direct any non-compliant individual to leave the property
 - p. Contact the police, fire or rescue departments when needed or as directed by any staff member
 - q. Prepare incident reports of any major event or activity, this shall include but is not limited to tagging or any damage to the JPD property, on the required JPD incident form and forward to the Deputy

- Chief of Finance and Operations; all such incident reports shall be completed prior to the officer ending their shift and leaving the facility
- r. Ensure that all individuals who enter the facility are subject to entry screening requirements. For those individuals who are disabled, Contractor shall ensure that appropriate procedures are in place so as not to create a health risk to the disabled person.

1.6. Training and Other Requirements

- 1.6.1 Security personnel shall receive training and certification in the following:
- a. Basic first Aid
- b. Cardiopulmonary Resuscitation (CPR)
- c. Crisis Prevention and Intervention (CPI)
- d. Abuse, neglect and exploitation
- 1.6.2 Contractor shall ensure that security personnel have all certifications and that all training is current, and when recertification, renewal or update is required, the Contractor and/or the JPD shall ensure that the training is done. All security personnel assigned to the JPD facility must have and maintain items listed in a d above, and copies of all certificates, training or licensure shall be on file with JPD for the term of any contracts or agreements.
- 1.6.3 Contractor shall ensure that security personnel assigned to the JPD shall:
- a. Provide complete results of all psychological evaluations to JPD management;
- b. Have medical clearance to perform the duties required in this Contract;
- c. Have completed a drug screening which results are on file at JPD; and
- d. Not be a probationary employee of the Contractor but on regular service.
- 1.6.4 <u>Background Checks</u>: Contractor shall ensure that within fifteen (15) days of execution of this Contract, all of its security officers and any newly hired security officers who are required or allowed to provide services pursuant to this Contract will:
- a. Submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search (Exhibit A-1). Contractor agrees to assume the cost associated with this service, and
- b. Execute a Texas Law Enforcement Telecommunication System (TLETS)/National Crime Information Center (NCIC) records check in order to allow the JPD to perform the criminal records and sex offender background check as well as the Sex Offender Background search through the Texas Department of Public Safety (Exhibits A-2, A-3 and A-4).
- 1.6.5. Contractor shall submit copies of professional licenses to the JPD for verification that personnel hold proper credentials to provide services. Contractor shall provide notification of any disciplinary action pending against an employee.

1.6.6. Contractor shall ensure that security personnel shall not be assigned to the JPD if they have been convicted of any felony offense or any level of crime involving moral turpitude. No security personnel are allowed to be assigned to the JPD until all background checks have been complied with.

II. ORGANIZATION AND SUPERVISION

- 2.1 The chain of command for security personnel shall be as follows:
 - 2.1.1 The Contractor shall be responsible for the direct management of all security personnel through a designated supervisory representative. This supervisory representative shall be available for contact by JPD management at anytime during the scheduled work hours of the security personnel.
 - a. Contractor shall supply the JPD with contact person's name and phone number
 - b. Contractor shall provide the JPD with the names of personnel assigned to the JPD. Contractor shall notify the JPD whenever there are changes in staffing or new personnel assigned. When changes occur, the Contractor shall provide the JPD with an updated personnel list.
 - 2.1.2 JPD's Deputy Chief of Finance and Operations shall be responsible for enforcing this Contract and for maintaining a line of communication with Contractor in respect to the actions of on-site security personnel. JPD's Deputy Chief of Finance and Operations shall have no management or control of on-site security personnel and shall only act as a liaison between Contractor and the JPD. Nothing in this Contract or any other document shall imply that JPD's Deputy Chief of Finance and Operations, the County of El Paso, the El Paso County Juvenile Board, or the JPD has any control or management responsibilities or duties of on-site personnel.
- 2.2 All personnel employed with the Contractor under the terms and provisions of this Contract are the employees of Merchant Security, LLC. They are not employees of the JPD, the El Paso County Juvenile Board or the County of El Paso.

III. CONTRACTOR'S RESPONSIBILITY

3.1 Contractor warrants that Contractor is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate all activity performed by the Contractor. Contractor shall abide by all rules, guidelines and procedures set forth at the El Paso County Juvenile Probation Department. Proof of such certification approved or licensure shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this Contract. Contractor warrants he/she will maintain and renew their license by completing continuing education while this contract remains in effect.

- 3.2 Contractor shall be fully responsible for payment of any and all taxes and insurance, including, but not limited to federal, state and local income taxes and payroll taxes (such as FICA and Unemployment Insurance, etc.) and shall make such statutory filings as may be required by law.
- 3.3 Contractor shall obtain Liability Insurance, Workers Compensation Insurance and an Employee Fidelity bond as shown in Exhibit B. Proof of such coverage is required prior to commencing any work under this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

- 4.1. Contractor shall submit claims or invoices, bearing Contractor's letterhead, no later than five (5) days from the last day of the month for which payment is requested. Contractor's letterhead shall contain an accurate mailing address and telephone number where Contractor can be reached during regular business hours.
- 4.2. The invoice shall indicate the number of hours worked per day, per security officer (employee/agent) and shall be signed and dated by authorized personnel. Contractor shall maintain an on-site time sheet with a copy of such accompanying each invoice. Said time sheets will also be subject to review as per paragraph 7.1 of this Contract.
- 4.3. Contractor shall be paid ten dollars and ninety cents \$10.90 per hour per security officer.
- 4.4. Contractor shall account separately for the receipts and expenditures of any and all funds received pursuant to this Contract.

V. RECORDS

- 5.1. Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas; books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- 5.2. Record Retention: Contractor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

VI. SERVICES TO BE PERFORMED BY JPD

Each invoice submitted by Contractor per paragraph 4.2 of this Contract shall be paid within 30 days of receipt by JPD. Chapter 2251 of the Texas Government Code dictates when a governmental entity must pay a vendor and establishes the appropriate late fee if the government entity does not pay the vendor in a timely manner. Thus, the statutory terms in chapter 2251 of the Texas Government Code are adopted as part of this Contract and will be applied in determining when payment shall be made and the amount, if any, of late charges assessed.

VII. TERM AND TERMINATION

- 7.1 <u>Term:</u> This Contract shall be effective February 1, 2011, regardless of the date of execution and shall continue for one year. The County shall have the option to renew this Contract for two one-year terms upon the same terms and conditions contained in this Contract by providing written notice to the Contractor.
- 7.2 <u>Termination</u>: The County or the Contractor may terminate this Contract at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this Contract without notice immediately in the event Contractor fails to comply with any provision of this Contract. Contractor shall cease to incur costs associated with this Contract upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall be Mailed to JPD: Roger Martinez

Chief Juvenile Probation Officer

6400 Delta Drive

El Paso, TX 79905-5408

To Contractor: Mike Garcia Merchant Security, LLC

6000 Welch, Suite 11 El Paso, Texas 79905

VIII. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County of El Paso, the El Paso County Juvenile Board or the JPD and the Contractor and/or the Contractor's security personnel. The Contractor shall be deemed at all times to be an independent contractor. Security personnel shall at all times be considered employees of the independent contractor.

IX. <u>ASSIGNMENT</u>

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of El Paso County.

X. <u>VENUE</u>

This Contract will be governed and construed according to the laws of the state of Texas. This Contract is performable in El Paso County, Texas.

XI. <u>INDEMNIFICATION</u>

Contractor shall defend, indemnify and hold harmless El Paso County, the El Paso County Juvenile Board, and the JPD its officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Contractor, its agents, employees or subcontractors. Contractor shall pay any and all damages assessed against El Paso County, the El Paso County Juvenile Board, and the JPD its officers, agents or employees, arising out of such negligence or intentional acts.

XII. AGREEMENT

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

XIII. ENFORCEMENT

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

XIV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Contractor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE COUNTY OF EL PASO:	CONTRACTOR:
Veronica Escobar El Paso County Judge	Mike Garcia Merchant Security, LLC
Date:	Date:
ATTEST: Delia Briones, County Clerk	Date:
APPROVED AS TO FORM: Christina Sanchez Assistant County Attorney	Date:
APPROVED AS TO CONTENT: Roger Martinez., Chief Juvenile Probation Officer	Date:

INSURANCE REQUIREMENTS

Except as otherwise stated in this Contract, Contractor shall at Contractor's expense maintain insurance of the following types, with limits not less than those set forth below:

Worker's Compensation in accordance with the provisions of the applicable Worker's Compensation law or similar laws of the State, territory, province or political division having jurisdiction over the employee and Employer's Liability with a limit of liability of \$500,000.00 for each occurrence.

Commercial General Liability, with a combined single limit of liability of \$1,000,000.00 per occurrence for bodily injury and property damage. The policy shall be endorsed to name the County of El Paso and the El Paso County Juvenile Board as additional insureds, but only with respect to liability assumed under this Agreement.

A Fidelity Bond which includes employee dishonesty coverage for all employees assigned to work on site in the amount of \$50,000.00 per loss.

- 1. These policies shall be written by an insurance carrier(s) that is authorized and licensed by the Texas State Board of Insurance which shall have approved said policies as to form. The County shall be timely furnished certificates of insurance cancelable or subject to change only upon fifteen days advance written notice. Contractor shall notify the County prior to any change in carrier(s) or coverage(s). Contractor shall require certification of statutory Worker's Compensation Insurance from all subcontractors.
- 2. Contractor hereby waives subrogation against and releases the County and Juvenile Board and their directors, officers, employees and representatives from all liability covered by Contractor's insurance for losses or claims arising out of Contractor's negligent performance of the Contract.



El Paso County Juvenile Probation

Texas Juvenile Probation Commission

Please read and follow steps carefully. This document is your *FAST Fingerprint Pass* for a state and national criminal history record check. Please schedule a fingerprint appointment by visiting www.L1enrollment.com or by calling 1-888-467-2080. When scheduling an appointment you will be prompted by L-1 Enrollment Services for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. During your Fingerprint appointment you will also be prompted for Social Security Number and Driver License Number. Requested data is required by the Texas Department of Public Safety to process your background check. These data elements have been omitted from this document in order to better protect the security of your personal information. You may pay for *FAST* services online with a credit card or onsite with a check or money order only. Your fingerprints will be submitted to the Texas Department of Public Safety and the Federal Bureau of Investigation.

- 1. Logon to www.L1enrollment.com
- 2. Select: Texas
- 3. Select: Online Scheduling
- Select: English or Espanol
- 5. Enter: First and Last Name
- Select Button: JUVENILE PROBATION COMMISSION as the reason for being fingerprinted (Programs automatically the Texas Juvenile Probation Commission's ORI)
- 7. Enter Hiring Agency ORI Number: TX071023G (El Paso County Juvenile Probation Dept)
- Follow the prompts to enter requested information.
- 9. Bring this completed form with you to your appointment.

ection One: Qualified Entity Information		
DRI#: <u>TX071023G</u>	Original TCN: _	(If resubmission for rejected fingerprints)
gency/Entity/Organization Name:	El Paso County Juvenile Probation D	
gency/Enuty/Organization Name.	El Paso County Suverme Probation E	repartment
ection Two: Applicant Name (To be compl	eted by applicant)	
ast:(Please print)	First:(Please print)	Middle: (Please print)
		(Fease print)
Section Three: Waiver Information (To be co		
am a current or prospective: Employe	ee/Contractor/Vendor or UVolunte	eer.
certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a colunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy. Chapter 411 and any other applicable state or federal statute or policy. The authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for its long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also etain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Federal Privacy Act (5USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history ecord check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed.		
Signature:		Date:
Section Four: Service Center Information (T	o be completed by FAST Enrollment Off	
Date Prints Taken		
	_ Amount charged For dervice	σφσ.σσ
Paid by: ☐ Check ☐ Money Order ☐ Vis	a □ MasterCard □ Billing Acct	
CN:		
I HAVE COMPARED THE GOVERNM DETERMINATION; I HAVE FINGERF	MENT-ISSUED IDENTIFICATION PRESEN PRINTED THE SAME PERSON.	ITED BY THE APPLICANT AND ATTEST THAT TO MY BEST
E.O. Name:	E.O. Signature	ə:
(Please print)		Revised 12/09

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE YAHARA L. GUTIERREZ JUVENILE JUDGE 65th DISTRICT COURT EL PASO COUNTY ROGER MARTINEZ CHIEF JUVENILE PROBATION OFFICER EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

Name:	Date of Birth:
(PRINT NAME)	Buto of Birth.
Social Security Number:	
I authorize the release of all confidential Records / Sheriff's Records concerning r Juvenile Probation Department.	records and information pertaining to TCIC/NCIC Records / Police / myself to the 65 th Judicial District Court and to the El Paso County
	TCIC/NCIC/Police/Sheriff's Records
	Signature
	Date



EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

TCIC/NCIC CONTRACTOR RECORDS CHECK REQUEST

REQUESTED BY:	APPROVED:	
PURPOSE: COMPLIANCE CONTRACTUA	L REQUIREMENT	DIRECTOR
DATE REQUESTED:		
Criminal Records Check Requested on:		
<u>NAME</u>	<u>DOB</u>	<u>SSN</u>
1	_	
2.		·
3.		
4.		
5.		
6.	· -	
7		
8.		
Telecommunications Operator		Date

TCIC/NCIC Contractor Revised 09/11/09



Exhibit A-4

RICHARD L. AINSA REFEREE JUVENILE COURT I

MARIA T. LEYVA-LIGON REFEREE JUVENILE COURT II

JUDGE ENRIQUE H. PEÑA JUVENILE JUSTICE CENTER

YAHARA LISA GUTIERREZ JUDGE 65TH JUDICIAL DISTRICT COURT

ROGER MARTINEZCHIEF
JUVENILE PROBATION OFFICER

MARC MARQUEZ
DEPUTY CHIEF
JUVENILE SERVICES

LORENA HEREDIA, CPA
DEPUTY CHIEF
FINANCE AND OPERATIONS

El Paso Sheriff's Department ID&R Sex Offender Registration Check

In accordance with <u>Texas Juve</u> a check of Sex Offenders Regis <u>NAME</u>			
			_
			<u> </u>
		//	
Please sign and date this form a individual(s) and return it to the GUTIERREZ, GENERAL COUN Records Check Conducted by:	El Paso County Juvenile P	robation Department, Attent	
Trooping Official Confidence by:			
Name	Title	Date	



Exhibit A-4

RICHARD L. AINSA REFEREE JUVENILE COURT I

MARIA T. LEYVA-LIGON REFEREE JUVENILE COURT II

JUDGE ENRIQUE H. PEÑA JUVENILE JUSTICE CENTER

YAHARA LISA GUTIERREZ JUDGE 65TH JUDICIAL DISTRICT COURT

ROGER MARTINEZCHIEF
JUVENILE PROBATION OFFICER

MARC MARQUEZ
DEPUTY CHIEF
JUVENILE SERVICES

LORENA HEREDIA, CPA
DEPUTY CHIEF
FINANCE AND OPERATIONS

El Paso Police Department ID&R Sex Offender Registration Check

	enile Probation Commission, reg stration Data Base on the following SSN	istration of Sex Offenders, I request individuals: DOB
	<u></u>	
_		/
		/
		/
individual(s) and return it to the	and indicate whether or not there as El Paso County Juvenile Probation INSEL EXECUTIVE ASSISTANT.	
Name	Title	Date

COUNTY LEGAL REVIEW FORM

KK-11-083

Contract Description: Agreement between El Paso County on behalf of the El Paso County Juvenile Probation Department and Merchant Security for Security Guard Services

COUNTY ATTORNEY ACTION**

** <u>Requested</u>	<u>Amendments/Clarifications:</u> We assume you have submitted any
questions or	comments you have regarding the terms of the contract, as well as any
specific prov	isions to which you object, or which you want to have changed.
X	Approved as to Form as Submitted
	Approved as to Form with Amendments/Modifications/Reservations Noted
Below*	
	Not Approved

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Christina Sanchez Assistant County Attorney