

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SECURITY GUARD SERVICES

This agreement will commence on the day of execution, by and between the El Paso County on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and Blackhawk Security Services, Inc., 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 El Paso County Juvenile Probation Department:

1.1 Contractor shall provide unarmed commissioned security guards for the following schedule:

Monday to Friday	(2) Security Guards	7:00 a.m. –5:00 p.m.
	(1) Security Guard	Administration Building Lobby
	(1) Security Guard	Court Bldg Lobby

Monday to Thursday	(1) Security Guard	5:00 p.m. – 7:00 p.m.
		Administration Bldg. Lobby

Monday to Thursday	(1) Security Guard	4:00 p.m. – 7:30 p.m.
		JPD/Delta Academy Building

Wednesdays	(1) Security Guard	5:00 p.m. – 7:00 p.m.
		Court Bldg. Lobby

Saturdays	(1)Security guard	8:00 a.m. – 1:00 p.m.
		Administration Bldg. Lobby

And any other time agreed upon between JPD and Contractor.

1.2 Contractor shall provide security guard services at Contractor's expense::

1.2 (a) Abide by the State of Texas Private Security Bureau of licensing requirements.

1.2 (b) Follow Juvenile Probation Department's policies and procedures as indicated in the "JPD Security Officer Guidelines Log Book" **(Exhibit C)**

- 1.2 (c) Conduct parking lot checks periodically and at least once every hour when security camera monitor is not functioning.
 - 1.2 (d) Respond to provide assistance to incidents that occur in the courtrooms, or any other part of the facility.
 - 1.2 (e) Man x-ray machine and metal detector equipment and have all visitors checked through the equipment.
 - 1.2 (f) Conduct physical searches of property (e.g.: bags, purses, coats, briefcases, etc.)
 - 1.2 (g) Use portable radios to keep in communication with other contract security officers, court bailiffs, and Detention/Central Control staff.
 - 1.2 (h) Report malfunctioning equipment.
 - 1.2 (i) Report incidents and provide copy of incident report to designated individual at Juvenile Probation Department.
 - 1.2 (j) Maintain the order and control traffic in the lobbies (e.g.: keeping visitors quiet, not allow children run in building, not allowing visitors to lay down on chairs or benches).
 - 1.2 (k) Monitor security camera at assigned work station.
 - 1.2 (l) Will keep socializing with JPD clientele, visitors, and/or JPD employees to a minimum and will not have friends and/or guests congregate around work station.
- 1.3 Contractor will be responsible for the direct supervision of all security guard personnel through Contractor's designated representative, who shall be available to JPD 24-hours a day, Monday through Sunday. Contractor will supply JPD with the name and phone number of the supervisor.
- 1.4 Contractor warrants that Contractor is certified, approved or licensed by all Federal, State or local agencies or departments that have jurisdiction to regulate all activity performed by the Contractor. Contractor shall abide by all rules, guidelines and procedures set forth at JPD. Proof of such certification approval or licensure shall be provided to JPD within ten (10) days of execution of this agreement. Contractor warrants he/she will maintain and renew their license by completing continuing education while this contract remains in effect.
- 1.5 Contractor shall not assign any employee/agent to JPD who has been convicted of any felony or has been convicted of a misdemeanor involving moral turpitude. Contractor shall provide to JPD, on each employee/agent assigned to JPD, complete results of all psychological, medical clearance to perform the services of this agreement and drug screening. Any employee/agent assigned to JPD shall have a minimum of one-year experience as a security guard.
- 1.6 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.

- 1.7 Contractor shall ensure that all of its security guards shall be trained by JPD personnel or in the alternative, procure Contractor's own training to obtain certification in First Aid and Cardiopulmonary Resuscitation (CPR). Contractor shall ensure that its security guards maintain current First Aid and CPR certification during the length of this agreement and provide proof of certification and recertification to JPD.
- 1.8 Contractor shall obtain Liability Insurance, Workers Compensation and an Employee Fidelity Bond as shown in **Exhibit "A"**. Proof of such coverage is required prior to commencing any work hereunder.
- 1.9 Contractor shall ensure that all its employees/agents who are required or allowed to provide services pursuant to this agreement will execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check form (**Exhibit B-1, B-2, B-3**) in order to allow JPD to perform the criminal records check, local and county sex offender registration data base check and FBI fingerprint check.
- 1.10 Security Guard personnel will wear a uniform provided by Contractor. Uniform will be worn clean, wrinkle-free and professionally. Uniform will display proper security identification such as security logo and badge or name tag, and must be approved by the Texas Security Bureau.
- 1.11 Contractor will provide JPD with a list of names of personnel assigned to JPD. If there is a change in staffing and new personnel is assigned, the Contractor shall notify JPD and provide the name(s) of the new employee(s) prior to starting assignment.
- 1.12 Contractor will provide security guard personnel with portable radios that operate on the same frequencies as JPD radios to keep in contact with other security guard personnel, Detention Staff, and Court Bailiffs. (currently Motorola CP200)

II. **Compensation:**

- 2.1 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.

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 3.1 of this contract.

- 2.2 Contractor shall be paid nine dollars and thirty-eight cents (\$9.38) per hour per security officer.
- 2.3 Contractor shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract.

III. **Records:**

- 3.1 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.

3.1(1) **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.

IV. **Services to be Performed by JPD:**

Each invoice submitted by Contractor per paragraph 2.1 of this agreement shall be paid within 30 days of receipt by JPD.

V. **Term and Termination:**

- 5.1 Term: This agreement shall be effective on 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 agreement by providing written notice to Contractor.
- 5.2 Termination: The County or the Contractor may terminate this agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate

this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement. Contractor shall cease to incur costs associated with this agreement 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: James H. Black, Jr., C.E.O.
Blackhawk Security Services, Inc.
2020 Southwest Fwy #325
Houston, TX 77098

VI. **Independent Contractor:**

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor.

VII. **Assignment:**

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

VIII. **Venue:**

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

IX. **Indemnification:**

Contractor shall defend, indemnify and hold harmless El Paso County, 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, its officers, agents or employees, arising out of such negligence or intentional acts.

X. **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.

XI. **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.

XII. **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:

Anthony Cobos
El Paso County Judge

James H. Black, Jr., C.E.O.

Date: _____

Date: _____
**(Signer must have legal authority
to bind company)**

ATTEST:

Delia Briones, County Clerk

Date: _____

APPROVED AS TO FORM:

Kitty Schild
Assistant County Attorney

Date: _____

APPROVED AS TO CONTENT:

Roger Martinez., Chief
Juvenile Probation Officer

Date: _____

INSURANCE REQUIREMENTS

1. 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 LEGAL REVIEW FORM

KK-09-340

Contract Description: Security Guard Services/JPD Facilities/
Blackhawk Security Services, Inc.

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions 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

- *1) 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.

KITTY SCHILD
Assistant County Attorney
Date: 09/01/09

EXHIBIT "B-1"

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE YAHARA LISA GUTIERREZ
JUVENILE JUDGE
65th DISTRICT COURT
EL PASO COUNTY

ROGER MARTINEZ
CHIEF JUVENILE OFFICER
JUVENILE PROBATION DEPARTMENT
EL PASO COUNTY

Name: _____ Date of Birth: _____
(PRINT NAME)

Social Security Number: _____

I authorize the release of all confidential records and information pertaining to TCIC/NCIC Records / Police / Records / Sheriff's Records concerning myself to the 65th Judicial District Court and to the El Paso County Juvenile Probation Department.

TCIC/NCIC/Police/Sheriff's Records

Signature

Date



El Paso County Juvenile Probation Department

TCIC/NCIC CONTRACTOR RECORDS CHECK REQUEST

REQUESTED BY: _____ APPROVED: _____
DIRECTOR

REASON FOR REQUEST: _____

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 _____



**EL PASO COUNTY
JUVENILE PROBATION DEPARTMENT**

Yahara Lisa Gutierrez

Judge
65th Judicial District Court

6400 Delta Drive
El Paso, TX 79905
Phone (915) 849-2500
FAX (915) 849-2577

Richard L. Ainsa
Referee
Juvenile Court I

Maria T. Levya-Ligon
Referee
Juvenile Court II

Roger Martinez
Chief
Juvenile Probation Officer

El Paso Sheriffs Department ID&R
Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

<u>NAME</u>	<u>SSN</u>	<u>DOB</u>
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____
_____	_____ - ____ - ____	____ / ____ / ____

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, TERRY GUTIERREZ, General Counsel Executive Assistant.

Records Check Conducted by:

Name

Title

Date



EXHIBIT "B-3"

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

Yahara Lisa Gutierrez

Judge
65th Judicial District Court

Richard L. Ainsa
Referee
Juvenile Court I

Roger Martinez
Chief
Juvenile Probation Officer

Maria T. Levy-Ligon
Referee
Juvenile Court II

6400 Delta Drive
El Paso, TX 79905
Phone (915) 849-2500
FAX (915) 849-2577

El Paso El Paso Police Department ID&R
Sex Offender Registration Check

In accordance with **Texas Juvenile Probation Commission**, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

<u>NAME</u>	<u>SSN</u>	<u>DOB</u>
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, TERRY GUTIERREZ, General Counsel Executive Assistant.

Records Check Conducted by:

Name

Title

Date

USE OF RESTROOM BY PUBLIC

1. Everyone must sign for restroom key in.
(Court II, receptionist will control restroom key)
2. No more than one person at a time permitted in restroom.
3. Security Guard to check restroom after each use when used by JPD juvenile clientele and/or when necessary.
(Court II restrooms not to be checked)
4. Security Guard to place control posts at entrance door when un-attending entrance door and checking restroom.
5. Incident report to be written when tagging is discovered and copy to be turned in to Director of Detention.
6. Report incident verbally to Director of Detention, ext. 2555, and David Hjar, Building Engineer, ext. 2566. Leave voice-mail if there is no answer.

TAKING BREAKS

1. When security personnel need to take a bathroom break the receptionist is to be notified.
2. Security personnel will place the control posts at the entrance inside of the building with the "DO NOT ENTER – RETURNING SOON" sign so traffic will not go through.
3. Upon returning to assigned station, remove control posts and continue regular duties.

COURT ROOM INCIDENTS

1. Respond to provide assistance to incidents that occur in the courtroom.

(a) Call for additional assistance if needed:

- Radio other Security Guard Staff for Assistance if necessary.
- Radio Central Control Staff if necessary
- Notify Central Control to get Assistance such as from: Nurse, Detention Staff, maintenance etc..
- Keep area clear
- Call 911 (If necessary) or instruct receptionist to call 911

GENERAL SECURITY SAFETY AND CONTROL

1. Man x-ray machine and metal detector equipment and have all visitors checked through the equipment.
2. Conduct physical searches of property (e.g.: bags, purses, coats, briefcases, etc.)
3. Use portable radios to keep in communication with other contract security officers, court bailiffs, and Detention/Central Control staff.

Airways will be used for official business only to communicate pertinent information. No unauthorized personnel will be allowed to use the portable radios at any time.

4. Report malfunctioning equipment.
 - Fill out work order, provided in work order binder
 - Give work order to receptionist to forward to Director of Detention's mailbox in Administration Building.
 - Contact Central Control Staff and notify them to inform Director of Detention or Director's absence the Senior Officer of completing work order and the problems.
5. Maintain the order and control traffic in the lobbies e.g.:
Keeping visitors quiet, not allow children to run in building, not allowing visitors to lay down on chairs or benches, enforce court dress code.

INCIDENTS IN LOBBY OR OTHER JPD LOCATION:

1. Respond to incident or Emergency Situation in lobby or other J.P.D. Location.

(a) Call for additional assistance if needed:

- Radio other Security Guard Staff for Assistance if necessary.
- Radio Central Control Staff If necessary.
- Notify Central Control to get Assistance such as from: Nurse, Detention Staff, maintenance etc.. if necessary
- Keep Area Clear
- Call 911 or Instruct receptionist to call 911

REPORTING OF INCIDENTS:

1. Notify Central Control Staff by radio of having an incident that needs to be reported to the Detention Director or in Director's absence the Senior Officer. Instruct Central Control staff to contact Director or Senior Officer and relay information.
2. Central Control Staff will contact Director or Senior Officer in Director's Absence, and notify of incident.
3. Director or Senior Officer will meet with Security Guard staff and become informed of incident.
4. An incident report must be completed and turned in to the Detention Director or Senior officer in Director's absence. Incident Report provided by contract security service may be used however contract security guard staff may be asked to complete a J.P.D. incident report.
5. Contact Central Control staff and instruct them to notify Director of Detention or Senior Officer in Director's absence of having Incident Report ready to be picked up.
6. Central Control Staff will notify Director of Detention or Senior Officer in Director's absence of picking up incident report.
7. Director of Detention or Senior Officer in Director's absence will have incident report picked from Security Guard personnel.