

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE  
C-18-014-06-05**



THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of **June 2018** by and between the **County of Hidalgo, Texas** ("County"), and **Keefe Commissary Network, LLC** ("Company").

**WHEREAS**, Company responded to request for proposal for the “**Jail Lobby/Intake Kiosks Deposit/Release Services**” (the “Services”); and

**WHEREAS**, Contractor submitted a proposal to provide services in accordance with the specifications as proposed, a copy of Request for Proposal (RFP) Procurement Packet being attached hereto as Exhibit "A" (the “RFP”); and

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFP Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

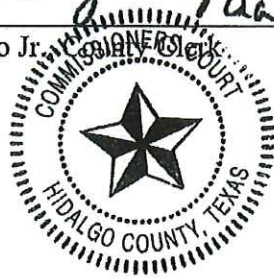
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFP Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards,

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:  
Arturo Guajardo Jr.  
Arturo Guajardo Jr. *Commissioner*



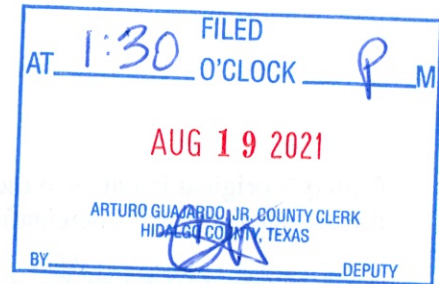
APPROVED BY  
COMMISSIONERS' COURT  
ON: 6/5/18

Company: Keefe Commissary Network, LLC  
By: Jim Van Giesed  
Printed Name: Jim Van Giesed  
Title: Executive Vice President

Approved By Commissioners Court On: 6/5/18

APPROVED AS TO FORM:  
Office of the Criminal District Attorney-Civil Litigation Division  
By: Robert Viña, III  
Robert Viña, III  
Assistant District Attorney

STATE OF TEXAS       §  
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**SECOND AMENDMENT TO SERVICE CONTRACT**  
**C-18-014-06-05**

This **SECOND AMENDMENT** to the Service Contract C-18-014-06-05 ("Service Contract") by and between **The County of Hidalgo, Texas** ("County") and **Keefe Commissary Network, LLC** ("Company") (collectively "Parties") is made this \_\_\_ day of \_\_\_ 2021, between the Parties, as follows:

**WHEREAS**, on or about June 6, 2018, the County entered into a one (1) year Service Contract with Company to provide "Jail Lobby/Intake Kiosks Deposit/Release Services" (the "Services") to the County;

**WHEREAS**, the Contract also provided for a one (1) year extension, which the County exercised at the expiration of the initial term;

**WHEREAS**, due to integration difficulties performance of services was delayed and parties mutually agreed through their First Amendment to this Agreement to postpone commencement of services until September 5, 2019, with a one (1) year extension; as such, the contract is scheduled to terminate on September 4, 2021.

**WHEREAS**, upon further review, a discrepancy in the number of renewals stated in the initial contract and First Amendment and the number provided in the initial requirements/specifications was discovered.

**WHEREAS**, pursuant to the County's initial requirements/specifications, the County intended that the term of the contract be for an initial period of one (1) year with the County's option to renew for an additional four (4) one (1) year terms under the same rates, terms, and conditions and;

**WHEREAS**, under this intended provision, the agreement would currently be in the first of the four (4) one (1) year renewal terms, which will expire on September 4, 2021 and;

**WHEREAS**, under this intended provision, at the expiration of the current renewal term, there would be three (3) one (1) year renewal terms available and;

**WHEREAS**, the Contract provides that it may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise, pursuant to the Service Contract;

**WHEREAS**, in an effort to clarify the discrepancy and modify the agreement to reflect the

County's original intent as to the number of renewal terms available, the Parties desire to amend the Service Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions of this Second Amendment to Service Contract and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree:

1. Reference in the initial agreement and First Amendment to the term of the agreement being for one (1) year with an additional one (1) year extension is removed.
2. The term of this Agreement is clarified to reflect the intended term provision as provided in the County's initial requirements/specifications. As such, the term of this contract is for an initial period of one (1) year with the County's option to renew for an additional four (4) one (1) year terms under the same rates, terms, and conditions.
3. Parties agree that the initial term of the agreement commenced on September 5, 2019, and expired on September 4, 2020. Parties agree that the County exercised its first of the four (4) one (1) year renewal terms, which will expire on September 4, 2021.
4. Parties agree that at the expiration of the current renewal term there will remain three (3) one (1) year renewal terms available to the County to exercise at its option under the same rates, terms, and conditions.
5. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED and effective as of the day and year first written above.

**LESSEE:**

**HIDALGO COUNTY**

By:   
Richard F. Cortez, County Judge

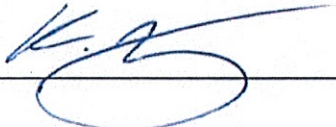
**ATTEST:**

By:   
Arturo Guajardo Jr., County Clerk



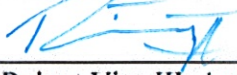
APPROVED BY  
COMMISSIONERS COURT  
ON: 

**KEEFE COMMISSARY NETWORK, LLC:**

By: 

**APPROVED AS TO FORM:**

Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By:   
Robert Vina III, Assistant District Attorney

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**

It is intended that the term of the contract will be for an initial period of one (1) year with the County's option to renew for an additional four (4) one (1) year terms under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for the unforeseen delay in award of the new RFP.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DAVIS BACON ACT: (IF APPLICABLE)**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**SECTION II RFP REQUIREMENTS**

**Request for Proposal:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of one (1) original (one-sided clearly marked original) and seven (7) copies of the RFP and one (1) CD/USB in PDF format shall be submitted to the address on the cover letter.

**Contents:**

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

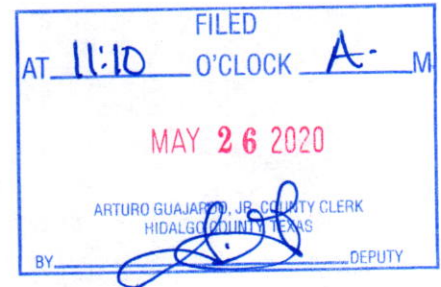
**Understanding of the Project:**

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**Project Overview:**

The County of Hidalgo is seeking proposals from Offeror(s) who can provide External Jail Customer Kiosk Services capable of providing a full range of money transfer services for inmate accounts, defendant bail, and inmate booking transactions as well as enhancing the current check release method with the ability to release inmate funds via debit card for a jail population of approximately 1,200 to 1,500 inmates. The kiosks will be external to the inmate and will be in lobbies and other similar areas accessible to the public on behalf of the inmates.

STATE OF TEXAS       §  
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**FIRST AMENDMENT TO SERVICE CONTRACT**  
**C-18-014-06-05**

This **AMENDMENT** to the Service Contract C-18-014-06-05 ("Service Contract") by and between **The County of Hidalgo, Texas** ("County") and **Keefe Commissary Network, LLC** ("Company") (collectively "Parties") is made this 19th day of May 2020, between the Parties, as follows:

**WHEREAS**, on or about June 6, 2018, the County entered into a Service Contract with Company to provide "Jail Lobby/Intake Kiosks Deposit/Release Services" (the "Services") to the County following a request by the Hidalgo County Sheriff's Office, an elected office of the County, as described in the Service Contract;

**WHEREAS**, the Contract was said to be for a period of one (1) year, commencing on June 6, 2018, and expiring on June 5, 2019;

**WHEREAS**, the Contract provided for the extension of the agreement at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions;

**WHEREAS**, the County exercised its option to extend the Contract for an additional year to commence on June 6, 2019, and expiring June 5, 2020;

**WHEREAS**, performance of Contract was delayed until September 5, 2019, due to integration difficulties;

**WHEREAS**, the parties mutually assent that commencement of the contract was therefore not until September 5, 2019, because of the delay;

**WHEREAS**, the Contract provides that it may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise, pursuant to the Service Contract;

**WHEREAS**, the Parties desire to amend the Service Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions of this First Amendment to Service Contract and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree:

1. The commencement date of the Contract is hereby modified to September 5, 2019. After the expiration of this modified term on September 4, 2020, the contract shall be extended for an additional one (1) year term under the same terms and conditions. As of the modified commencement date, this contract shall not extend past twenty-four (24) months in total as per the original terms.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED and effective as of the day and year first written above.


**LESSEE:**

**HIDALGO COUNTY**

By: Richard F. Cortez  
Richard F. Cortez, County Judge

**ATTEST:**

By: Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 5/19/20

**KEEFE COMMISSARY NETWORK, LLC:**

By: [Signature]

Approved as to Form:

**OFFICE OF THE CRIMINAL DISTRICT ATTORNEY  
CIVIL LITIGATION DIVISION**

By: Robert Viña, III  
Robert Viña, III, Attorney