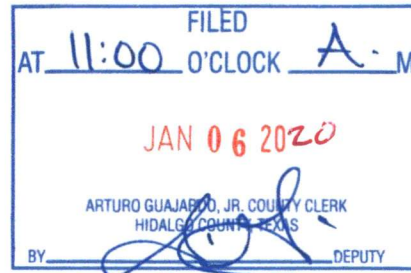


THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



SERVICE CONTRACT
C-19-181A-12-17

THIS CONTRACT is made and entered into this 17th day of **December, 2019** by and between the **County of Hidalgo, Texas** ("County") and, **OTSO, dba/Valley Wide Security** ("Company").

WHEREAS, the County desires to contract with Company for County Wide Licensed Security Guard Services "Services", and

WHEREAS, Company was previously contracted, and was obligated to render and provide the Services in accordance with specifications/scope of work, and pricing/cost under Service Contract Number #-18-229-09-25, and

WHEREAS, Company has agreed to provide County Wide Security Guard Services for a one-hundred-twenty days (120 days) short-term contract, and under the same terms and conditions, specifications/scope of work and pricing/cost under Service Contract E-18-229-09-25, and as enumerated hereinafter; and

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 agree that this Contract is entered into in order to provide the Services to **Hidalgo County**, pursuant to Article 262.024 "The Professional Service Procurement Act" This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. During the term of this Contract, and shall be obligated to render and provide the Services in accordance with the specifications/scope of work contained in Exhibit "A". Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and

regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of one-hundred-twenty days (120 days) **(on an as needed basis)**, commencing on **December 19, 2019** and expiring on **April 17, 2020**.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this Contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Company's activities and all persons, vehicles, equipment and property connected with providing Services. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These

requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the Contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of this Contract, issued by the insurer that such insurance is in full force and effect. For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **Indemnification: Company will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Company's or that of any person providing services hereunder through or for the Company. Upon written notice from the County, the Company will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Company will carry proper insurance with the County as an additional named insured.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not

create any agency relationship or master-servant relationship and that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **County of Hidalgo**
Attn: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Company: OTSO dba/Valley Wide Security
Attn: Jaime S. Ochoa
810 E. Van Buren St.
Brownsville, Texas 78520

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO COUNTY.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this

Contract, County may terminate this Contract upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non- federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as

amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

21. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

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

COUNTY OF HIDALGO

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

APPROVED BY
COMMISSIONERS' COURT
ON: 12/17/19 *ms*

COMPANY:
OTSO dba/Valley Wide Security

By: _____

Printed Name: Jaime S. Ochoa

Title: President



ATTEST

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

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: Victor Garza
Victor Garza, Assistant District Attorney

EXHIBIT “A”
SPECIFICATIONSS/SCOPE OF WORK

EXHIBIT "A"
SCOPE OF WORK
Hidalgo County
"Security Guard Services"

A.) **SCOPE OF SERVICES:**

Vendor will be required to provide security guard services under direction of **Hidalgo County** for several locations involved in this project. Security Guard Services will be Monday-Sunday. Armed/Unarmed will be selected at the discretion of each user department(s) depending in the event of situation or occurrences affecting the security of the facility and/or area. Sites/times will be designated by need and location.

B.) **VENDOR(S) RESPONSIBILITY:** Shall furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provision, terms and conditions set forth in Contract.

C.) **POINT OF CONTACT**

POC for designation of assignment(s) for Hidalgo County-Security Guard Services will be the following department:

Valde Guerra
H. C. Commissioners Court Executive Officer
2818 S. Business Hwy. 281
Edinburg, TX 78539
Tel: (956) 292-7655

D.) **RESPONDING AND REPORTING:**

Assigned security guard personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned security guard personnel shall call for assistance (911) when necessary. Assigned security guard personnel shall report all emergencies to the designated emergency responder(s) as instructed by County department.

E.) **INCIDENT REPORTS:**

Vendor shall furnish a written report for each incident of injury within twenty-four (24) hours of the incident, security and/or law violation to the facility site supervisor and Risk Manager. The Vendor shall outline a clear chain of command for the submittal of complaints and shall designate a point of contact (POC) available to Hidalgo County.

F.) **24 HOUR COMMUNICATIONS CAPABILITY:**

Bidder shall maintain a 24-hour communications center.

G.) **PATROL UNIT**

Security Guard Services to include patrolling by security vehicle at the discretion of user department(s) request.

H.) **SECURITY GUARD DUTIES:**

- 1) Monitory admittance of personnel and authorized visitors to County facilities/parking lots.
- 2) Making rounds of inspection to determine that fences, gates, doors and windows are properly closed and/or locked or otherwise properly secured.
- 3) Upon arrival at worksite, security officer(s) are to make contact with a member of Management/Supervisor on duty to announce his/her arrival for duty.
- 4) The security officer(s) are to arrive on time and leave at their scheduled time.

- 5) The security officer(s) are to arrive fully uniformed
- 6) The security officer at the location is to remain mobile throughout the facility/parking lots and make rounds constantly and must be seen going in and out of facility and observing the parking lot
- 7) Report any incidents hazards fire hazards; rubbish accumulations, blocked passageways, faulty equipment, property damage or lights not functioning correctly.
- 8) The security officer(s) must be always be courteous to all cliental, citizens and staff that visit the facility
- 9) The security officer(s) shall follow Safe practices at all times.
 - Watch for slippery conditions
 - Use flashlights in dark areas for visibility
 - Wear ear protection and face shield or masks in hazardous areas.
 - Use handrails and exercise special care when going up or down stairways.
 - Always keep alert, observing everything in sight or hearing
 - Be especially watchful at night for suspicious activity.
- 10) The security officer(s) are to be sure that there are no vehicles parked in the fire or no parking zone and disabled parking space. Any vehicles found in the locations are to be reported.
- 11) Turning light ON and OFF as necessary.
- 12) Investigating unusual or suspicious conditions.
- 13) Preventing trespass on, damage to, or theft of County property.
- 14) Inspecting parking areas.
- 15) Enforcing Security regulations.
- 16) Interacting in a professional manner with the public and/or County Staff.
- 17) Responding to emergencies and/or alarms.
- 18) Screening and documenting County personnel and local authorities when emergencies occur.
- 19) Reporting any dishonest or criminal act committed on County premises by County personnel or other persons.
- 20) Jury –monitor parking lot to prevent unauthorized parking
- 21) Provide security for Hidalgo County Commissioner’s Court

Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside County designated locations/departments and/or his/her personal vehicle and not properly walking in an alert manner the different floors/perimeters of the facilities/grounds. Sleeping while on duty, continuously on the phone and/or in depth/lengthy conversations with patrons/staff or others shall be interpreted by the county as a substantial breach of contract by the bidder.

I.) **COOPERATION WITH LAW ENFORCEMENT:**

Vendor and assigned security guard personnel shall cooperate with any and/or all law enforcement agency.

J.) **DAILY FIELD ACTIVITY REPORT:**

Security guard on each shift at each Hidalgo County facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of such reports shall be delivered to the facility site supervisor upon request.

K.) **ADDITIONAL/REPLACEMENT PERSONNEL:**

Vendor shall provide additional personnel upon twenty-four (24) hours advance notice at the contracted rate. Vendor shall assure the County that Vendor will maintain a reasonable number of trained backup personnel ready to assume assignment at Hidalgo County locations upon request by the County. Vendor shall provide certification of any additional personnel or replacement guards prior to assigning such guards to any County facility(ies). The affected department representative shall notify the vendor and the Vendor is expected to provide a replacement guard within one (1) hour from this notification.

L.) **SCHEDULES:**

A normal work schedule shall be Monday through Friday, no less than seven (7) hour shifts. Other schedules may be required by the County in these cases, the selected bidder must meet the County's needs (more or less than the standard seven (7) hour shift) In addition, weekend days and/or twenty-four, seven day(s) a week schedules may be required by some departments.

M.) **EMERGENCIES:**

The County has the option of declaring any needed work to be an emergency. For emergency point of contact, the Vendor shall provide a contact person and a telephone number available twenty-four (24) hours a day, seven (7) days a week. **The Vendor, when (and if) directed to provide an emergency response, shall have staff on-site providing services within two (2) hours of initial notification that services are needed.**

N.) **SHIFTS:**

The County of Hidalgo shall expect the assigned security guard to report to their supervisor/home office that they are at their respective posts. Failure of the security guard to call in a timely manner should automatically alert the supervisor/home office of the security guard(s) absence and arrangements should then be made to expediently send a replacement guard.

O.) **DOUBLE SHIFTS:**

Contracted security guards shall not work more than twelve (12) hours in any twenty-four (24) hour periods. Similarly, security guards with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four (24) hour period. The County of Hidalgo reserves the right to contract with other agency(ies) if the Service Provider on Contract is not able to meet/satisfy the department(s) immediate need for Security Guard Services.

P.) **EXCESSIVE TURNOVER:**

Excessive turnover of guards will not be tolerated and may be cause for termination of the contract.

Q.) **USE OF COUNTY EQUIPMENT:**

At no time shall assigned personnel use certain facilities, County telephones, County computers, fleet units or other equipment for non-County or personal business without prior approval by the facility site supervisor. Unauthorized use of any County equipment may be cause to terminate the guard from County assignment.

R.) **PERFORMANCE:**

Poor performance will not be tolerated. The County reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from County facility at the request of the county, that person is not to be re-assigned to another County facility without first advising that facility site supervisor of the person's previous assignment and the reasons for his/her removal.

S.) Vendor and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.

T.) Vendor must assign officers as needed and be prepared to provide replacements during illness, vacations and given meal breaks.

U.) Vendor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Contract.

V.) Vendor will be ready to commit and activate any or additional security services in an event of an **“Emergency Disaster”** which “Emergency” may include power outages, riots, civil disobedience, etc., and **“Disasters”** will be acts of God such as hurricanes, floods, tornados, etc.

UNARMED SECURITY OFFICERS:

Security officers must have been previously employed as a private security officer, law enforcement officer or member of the US military for a period at least one (1) year prior to assignment to Hidalgo County and provide a copy of officers TPSB license within five (5) days from request by the County.

ARMED SECURITY OFFICERS:

Armed Security officers will have the same qualifications as Unarmed Security officers, but will also be licensed by the State of Texas to carry a firearm.

UNDERSTANDING OF THE PROJECT:

Vendor must provide uniformed, armed and unarmed security guard services to ensure an orderly and safe environment at various locations and/or sites throughout Hidalgo County on **“an as needed basis”**. Hidalgo County has the option to add or delete additional sites and/or locations.

WORK SCHEDULES/LOCATIONS:

Locations and services may vary during the term of this contract. Hidalgo County’s shall determine exact locations, guard levels for specific locations, hours/shifts or officers (armed or non-armed), standing order for specific location and operational details shall be determined by Hidalgo County and are subject to revision as necessary. The quantities and locations listed in the SERVICE LOCATIONS/SITES reflect current specifications/requirements, which may increase and/or decrease.

	LOCATION/SITE	TIME	DAYS	HOLIDAYS	Unarmed Security Officer	Armed Security Officer
1.	PARKING LOT SQUARE (courthouse square) 100 N. Closner Edinburg, Tx	6:00am-6:00pm	Mon-Fri	NO	1	NO
2.	COURTHOUSE ANNEX #3 (aka Old Administration Bldg) 100 E.Cano Edinburg, Tx	7:00am-4:00pm	Mon-Fri	NO	1	NO
3.	430TH DISTRICT COURT (Hon. Israel Ramon, Jr) parking lot 111 S. 9 th street Edinburg, Tx	7:00am-6:00pm	Mon-Fri	NO	NO	1
4.	SAN CARLOS WAREHOUSE E. 17 & 6 th Street San Carlos TX	8:00pm-7:00am 24 hrs	Mon-Fri Sat-Sun	yes 24/hr	NO	1
5.	JURY PARKING (Courthouse square)	7:00am-3:00pm	Mondays	NO	1	NO

6.	HIDALGO COUNTY PCT 2 (Field Operation Facility) 4011 S. Veterans Blvd. San Juan, Tx	7:00pm-7:00am 12 hrs shift	Mon-Sun	YES	1	NO
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LICENSE AND PERMITS:

The Vendor shall be a company engaged in the business of providing security guard service for a minimum of five (5) year. Vendor must be an agency licensed and bonded by the proper authority in the State of Texas that regulated this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety and having current licenses and permits for all security guard personnel as mandated by local, state, and federal requirements. Vendor must submit satisfactory proof of their necessary licensing and bonding to certify that their agency is in good standing with State authority. It shall be the responsibility of the Vendor to meet all applicable federal and/or state laws and safety requirements while engaged in providing security guard services to any designated County facility.

VENDOR SHALL BE REQUIRED TO PROVIDE PROOF OF PROPER LICENSING FOR ALL SECURITY GUARDS TO BE ASSIGNED TO PROVIDE SECURITY GUARD SERVICE TO THE COUNTY OF HIDALGO.

INSURANCE REQUIREMENTS:

Vendor(s) will provide and maintain all the required Insurance and/or Bonds .

SECURITY OFFICERS:

Must have current licenses and permits as mandated by local, state and federal requirements.

RULES OF CONDUCT:

The security officer(s) is to display a professional manner at all times without exception. Exercise courtesy, tact and diplomacy in daily contact with the public and staff.

UNIFORMS AND EQUIPMENT:

Vendor must provide uniforms to employees who are assigned to work on the contract at no additional expense to the County.

RATE:

Hourly rate for state certified (armed) security officer, hourly rate for state certified (non-armed) security officer and daily rate for patrol unit.

PAYMENT:

Each Guard reporting for duty shall be required to clock in at time of arrival and is required to clock out at time of departure. Vendor shall be required to invoice each individual department on a weekly basis.

All time sheets shall be turned in once (1) a week, the selected vendor shall only be compensated for confirmed (actual) hours worked. All invoices along with properly documented time sheets shall be turned in every Monday.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

EXHIBIT “B”
COMPANY’S PRICING/COST

EXHIBIT “C”
INSURANCE REQUIREMENTS