



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>06/01/2021</u>	Department:	<u>280 - Sheriff's Office</u>
Contract No.:	<u>C-15-098-06-02</u>	Effective Date:	<u>07-17-2015</u>
Description of Project:	<u>Renewal - Housing of Inmates - Geo Group Inc.</u>		
Awarded Vendor:	<u>Geo Group, Inc.</u>		
CC Approval on	<u>06/01/2021</u>	AI-	<u>80926</u>

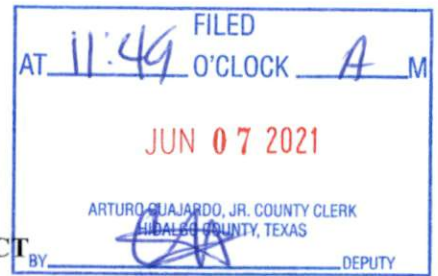
Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: ~~N/A~~ *Amanda Austin*
- _____ 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: JD Cortez ext. 4882

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – Services/Requirements
- Exhibit B – Bid Page
- Exhibit C – Certificate of Liability Insurance
- Other: _____



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

2nd AMENDMENT TO SERVICE CONTRACT
C-15-098-06-02

This **AMENDMENT** to the service contract for “**Housing and Confinement of Inmates**” for **Hidalgo County** in connection to original contract **C-15-098-06-02**, dated June 17, 2015, by and between **HIDALGO COUNTY, TEXAS** (“County”) and **The GEO Group, Inc.** (“Company”) is entered into between the parties effective this **17th** day of **June 2021**.

WHEREAS, Company and County entered into a Contract dated **June 17, 2015**, in which Company agreed to provide certain services for the purpose of “**Housing and Confinement of Inmates**” for **Hidalgo County** (the “Contract”);

WHEREAS, Section 6.05 titled Amendment allows for C-15-098-06-02 to be modified or amended “by a written instrument executed by the duly authorized representatives of both parties and approved by Commissioners Court of the County”;

WHEREAS, on the 2nd day of June 2020, the parties amended Section 4.03 titled Per Diem Rate of C-15-098-06-02 “to increase the per diem rate of actual housing and care of County inmates, and related detention and transportation services,” to reflect “Fifty-Nine Dollars (\$59.00) per inmate, per day” and further extended C-15-098-06-02 to June 16, 2021;

WHEREAS, the County also wishes to exercise its option for annual renewal of the contract and;

WHEREAS, the parties desire to amend the Contract to increase the per diem rate of actual housing and care of County inmates.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. The following section 4.03 shall be amended to the Contract under the heading “Per Diem Rate”;

Sixty Dollars and Eighteen cents (\$60.18) per inmate, per day.

2. Additionally, as per the agreement and at its sole discretion, the County hereby renews this contract for an additional one (1) year term beginning June 17, 2021 and expiring June 16, 2022

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

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

The GEO Group, Inc.



Digitally signed by Amber D. Martin
DN: cn=Amber D. Martin, o=The GEO
Group, ou,
email=amartin@geogroup.com,
c=US
Date: 2021.05.25 12:12:37 -04'00'

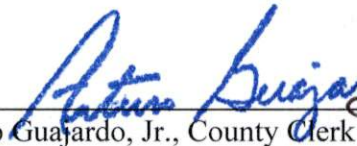
Amber D. Martin, Executive Vice President

HIDALGO COUNTY, TEXAS



Richard F. Cortez, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS COURT
DN: 

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr


Amanda Diane Austin
Assistant District Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR HOUSING AND CONFINEMENT OF INMATES
C-15-098-06-02

This Agreement for Services (the "Agreement") is made and entered into by and between *Hidalgo County, Texas* (the "County"), a Texas political subdivision, and **The Geo Group, Inc.** (the "Contractor"), a **Florida** corporation, effective as of the **17th** day of **June, 2015**.

WHEREAS, the County advertised a request for proposals for the housing, management, supervision and care of inmates as it deems necessary on "an as needed basis" incarcerated or to be incarcerated by the County

WHEREAS, the Contractor's proposal was found by the Commissioners Court of Hidalgo County to be beneficial and in the best interests of the public safety and welfare of the citizens of the County, and the best proposal received by the County;

WHEREAS, contracting for the housing of inmates at both the Counties of **Brooks County**, and **Karnes County**, will produce material benefits, efficiencies and savings for the County;

WHEREAS, the Sheriff of Hidalgo County, Texas (the "Sheriff") recommended the County advertise for proposals for the housing and confinement of inmates as it deems necessary on "an as needed basis", and has recommended and requested the Commissioners Court to approve this Agreement; and

WHEREAS, the County and the Contractor desire to enter into the Agreement for the Contractor to provide housing and care for certain inmates incarcerated or to be incarcerated by the County;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties hereto contract, covenant and agree as follows:

ARTICLE ONE
TERM AND TERMINATION OF AGREEMENT

Section 1.01. Term of Agreement. This Agreement shall be and become effective upon the execution by the County and the Contractor, and subject to all the terms and provisions hereof, the initial term of this Agreement is **two (2) years**, commencing,

June 17, 2015, expiring on **June 16, 2017** (the "Term"). Thereafter, the County shall have the option to extend this Agreement annually as provided in Section 1.02.

Section 1.02. Renewal and Extension. For an additional ten (10) one (1) year periods after expiration of the initial term, the County may, in its sole discretion, extend this Agreement for successive one-year terms, if permitted by law. In the event County elects to extend this Agreement beyond the initial Term under Section 1.01, County shall notify Contractor, in writing, of its desire to so extend this Agreement on the same terms and conditions no later than sixty (60) days prior to the expiration of the respective Term, or the renewal term under this Section 1.02.

Section 1.03. Termination. Notwithstanding anything to the contrary herein, County may terminate this Agreement without cause on thirty (30) days written notice.

ARTICLE TWO SPECIFICATION OF FACILITY AND LOCATION

The housing, confinement and detention services described in this Agreement will be provided at The GEO Group, Inc. facilities located in Brooks County in Falfurrias, Texas and/or Karnes County in Karnes City, Texas (collectively the "Facility").

ARTICLE THREE OPERATION OF THE FACILITY

Section 3.01. Minimum Conditions of Confinement. The Contractor shall operate, manage, supervise and maintain the Facility, and provide for the secure custody, care and safekeeping of inmates of the County at the Facility, in accordance with state and local law, but not limited to the regulations and minimum regulations and standards promulgated by the *Texas Commission on Jail Standards* (the "TCJS"). In addition to such regulations and standards, the minimum conditions of confinement during the entire period of this Agreement are:

- (a) Staffing shall be provided twenty-four (24) hours a day to supervise inmates.
- (b) Three (3) meals (including two hot meals) shall be provided per day for County inmates. The meals must meet the nationally recommended dietary allowances published by the *National Academy of Sciences*.
- (c) Emergency medical care will be provided for the inmates twenty-four (24) hours per day.
- (d) The Contractor will maintain an automatic smoke and fire detection and alarm systems, and shall maintain written policies, procedures and practices regarding fire and other safety emergency standards.

Section 6.03. Binding Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives in accordance with and subject to all the terms and conditions hereof.

Section 6.04. Notices. All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To The Contractor: **The GEO Group, Inc.**
Attn: Amber D. Martin
EVP, Contract Administrator
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, Florida 33487

To County: **Hidalgo County, Texas**
Attention: Judge Ramon Garcia
Hidalgo County Judge's Office
302 W. University Drive
Edinburg, Texas 78539

With copy to: **Hidalgo County Sheriff's Office**
711 El Cibolo Road
P. O. Box 1228
Edinburg, Texas 78540

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

Section 6.05. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by Commissioners Court of the County.

Section 6.06. Prior Agreements. Except as expressly provided in this Section, this Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein, and no prior agreement or understanding pertaining to any such matter shall be effective. The preceding sentence to the contrary notwithstanding, the provisions of County's Request for Proposals issued **March 09, 2015**, (Proposal No. 2015-098-03-25) (the "Proposal"), consisting of **51** consecutively numbered pages and Contractor's response dated **March 20, 2015** (the "Response") are incorporated herein by reference. Unless expressly indicated to the contrary in this Agreement, and in the event of a conflict between or among this Agreement and the Proposal and Response, the terms and conditions of the Proposal

Section 6.13. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives on this the **2nd day of June, 2015**.

THE GEO GROUP **AMBER D. MARTIN**

HIDALGO COUNTY, TEXAS

By: *AM* Executive VP Contract Administration
Amber D. Martin,
EVP, Contract Administration
The Geo Group, Inc.

By: *Ramon Garcia*
Ramon Garcia, Hidalgo County Judge

ATTEST:

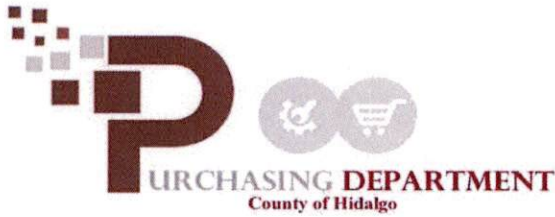
APPROVED:

Approved As to Form:
Atlas, Hall and Rodriguez, LLP

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

By: *SLC*
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: 6/2/15



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May 19, 2021

The GEO Group, Inc.
4955 Technology Way
Boca Raton, Florida 33487
Attn: Amber D. Martin

Delivered via email: tchambers@geogroup.com
Term: June 17, 2021 – June 16, 2021

**Re: Project No. 21-040-JDC – Placement, Housing, Detention & Supervision of HC Inmates
5th of 10 Extensions for Contract C-15-098-06-02**

Dear Ms. Chambers,

This letter is to notify you that Hidalgo County has chosen the option to exercise the fifth (5) of ten (10) Extensions under the same rates, terms, and conditions with **The GEO Group, Inc.** for the above referenced project.

To proceed, please return the following to Hidalgo County Purchasing Department via email to jaime.cortez@co.hidalgo.tx.us no later than **3pm on Friday, May 21, 2021**:

1. Form 1295 – filed with the [Texas Ethics Commission](#) and the Unsworn Declaration filled out
 - a. On box 3, please reference **E-21-040-JDC**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners’ Court approval on May 25, 2021. Failure to submit all items requested in a timely manner, may result in delay of award.

Amber D. Martin, Executive Vice President

May 21, 2021

Authorized Representative Name	Signature	Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Purchasing Department (956) 318-2626, extension 4882.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
P.P. JD Cortez
Contract Specialist III