

## CONSULTANT SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF NUECES

THIS CONTRACT FOR CONSULTANT SERVICES is made by and between the County of Nueces, hereinafter called "County" and True North Consulting Group, LLC hereinafter called "Contractor" for the purpose of contracting for consultant services.

### WITNESSETH

**WHEREAS**, the County desires to contract with Contractor for the purpose of the security of the public, employees and overall security of the Nueces Courthouse:

**NOW, THEREFORE**, the County and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

### AGREEMENT

#### ARTICLE I SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide professional security consulting services that include the evaluation and assessment of existing facility infrastructure, procedures, design and integration of physical security systems. The focus of the Security Assessment is to record and assess the existing security measures, provide recommendations regarding improvements, and develop base (limited to systems defined in Phase II, (2) Electronic Defenses below) specifications for bidding by qualified security vendors, and to prepare a short term and long-term implementation plan. Firm must deliver a comprehensive security risk and vulnerability report to be utilized by Nueces County to address security risks and conduct internal periodic reviews. The security assessment **will not** include the review of Nueces County Information Technology system security network. The Security Assessment will be conducted in several phases.

The Scope of Services for each phase is as follows:

##### Phase I

Review and document the existing security systems and practices currently being utilized by Nueces County at the Nueces County Courthouse. Perform site visits to the Nueces County Courthouse complex in order to evaluate the existing security infrastructure, personnel, and technology. Interview key staff members regarding daily operation and security procedures.

Phase I must include the completion of the following tasks:

- (1) Document existing conditions and operations.
- (2) Organize the information obtained from research, interviews and observations.
- (3) Analyze and summarize the data collected to meet short-term and long-term needs as related to the facility security and its functions.
- (4) Peer industry benchmarking.

**DELIVERABLE:** Security Assessment Report. A security threat assessment which will (a) identify security related threats from internal and external sources for during and after operating hours; (b) identification of critical assets and pair most likely threats to identify most likely security scenarios on which to base the security program, analyze vulnerabilities, assess impacts of threat scenarios, identify actions that mitigate risk, and provide an analysis of mitigation actions.

## **Phase II**

Develop a comprehensive “tiered” security specification. The specifications and design guidelines should provide enough detailed information to allow vendors to develop installation and implementation quotes based upon their site visits of specific physical areas of the Courthouse complex and customization of these standard security specifications. Submittal review and installation oversight may be required of the Firm on a case by case basis. The comprehensive security specifications shall include improvements to, but not be limited to, the following parameters:

- (1) Physical Defenses
  - a) Perimeter Security – fencing, walls, lighting, landscaping, parking areas
  - b) Means and regulation of building access
  - c) Doors and their openings
  - d) Windows, skylights and roof
  - e) Key Control
  - f) On-site security personnel
- (2) Electronic Defenses
  - a) Intruder systems
  - b) Panic/distress systems
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(3) General

- a) Vehicular/Pedestrian access and egress
- b) Review of emergency procedures, evacuation plans
- c) Review of security contractor personnel selection, training criteria and standard operating procedures
- d) Security impact of special events held on the premises
- e) Mail/Parcel delivery

\*Additional elements shall be evaluated if considered to be relevant to the scope of the security assessment by the Firm.

**DELIVERABLES:** The following deliverables are expected from the proposing Firm:

- (1) An executive summary that includes the assessment objective and scope as well as a high-level list of the findings.
- (2) Detailed explanation of all assessment findings
- (3) Rating of the findings of risk (Low, Medium, High or equivalent rating scale)
- (4) Comprehensive recommendations for resolving the findings for all physical areas of the Nueces County Courthouse complex.
- (5) Cost estimates for implementing recommendations.

*Please be advised that the Firm should be prepared to review the draft report with the Security Management Team and other staff as needed and provide at least two (2) presentations to the Nueces County Commissioners Court to review the findings and recommendations.*

**Phase III**

Develop a standardized security risk and vulnerability assessment instrument/tool and process to establish an industry best practice to be utilized by the Nueces County Sheriff, Elected Officials, and Department Heads, to conduct regularly scheduled security reviews for their specific physical areas.

- (1) The Assessment instrument/tool will become the property of Nueces County, and may not be provided to others without written authorization from the Nueces County Commissioners Court.

**DELIVERABLE:** Effective security Risk and Vulnerability Assessment Instrument/Tool that must include at minimum capabilities described above.

**ARTICLE II  
CONTRACT PERIOD**

The work will be completed as stated by Phase I, II, and III in the proposal

The Term of the contract will begin on the date of full execution or the execution by the Commissioners Court, whichever is later. After execution of this contract, the Contractor shall not proceed with the work until authorized in writing by the County to proceed, as provided in Article IV – Work Authorizations. This contract shall terminate at the close of business on \_\_\_\_\_, unless extended by supplement agreement duly executed by the Contractor and the County prior to the date of termination, as provided in Article IX – Supplemental Agreements, or otherwise terminated, as provided in Article XVII – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

The Executed Contract Documents shall consist of the following:

- |                            |                               |
|----------------------------|-------------------------------|
| 1. This Agreement          | 4. Instructions to Proposers  |
| 2. Addenda, if issued      | 5. General Requirements       |
| 3. Signed copy of proposal | 6. Advertisement for proposal |

**ARTICLE III  
COMPENSATION AND METHOD OF PAYMENT**

The County will pay the Contractor for the performance of the Contract in current funds, for the work performed for the awarded Lump Sum of **\$38,900.00** at the prices stipulated **(as the official proposal amount total in the Lump Sum)** Proposal Response Form of this Contract Document for the several respective items of work in the amount of **(\$38,900.00)** completed subject to additions, deletions, and/or revisions as provide in the General Conditions of Agreement included in these Contract Documents.

The maximum amount payable under this contract is **\$38,900.00** unless modified as provided in Article IX – Supplemental Agreements, in accordance to the fees in Attachment C, herein attached and incorporated in its entirety.

The Contractor shall prepare and submit to the County a quarterly invoice and a progress report stating the status and description of the work accomplished during the billing period.

Payments will be made on a monthly basis. Invoices must include backup showing actual time and work done, broken out by position, function and hourly rate to be paid within thirty (30) days of the date of invoice. The County will retain 10% of the amounts due which will be paid upon final approval.

The County reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of the County.

**The County assumes no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or subsequent to the contract completion date.**

Contractor warrants it is not prohibited from receiving payment under section 231.006 of the Texas Family Code, regarding persons in arrears on child support payments.

#### **ARTICLE IV WORK AUTHORIZATIONS**

The County will issue work authorizations, in the form identified and attached hereto as Attachment D – Work Authorization, to authorize the Contractor to perform one or more services. The work authorization will not waive the County’s or Contractor’s responsibilities and obligations established in this contract. The Contractor’s work authorization will be issued by the County Judge.

Upon satisfactory completion of the work authorization, the Contractor shall submit to the County for review and acceptance the deliverables as specified in the executed work authorization.

Work included in a work authorization shall not begin until the County and the Contractor have signed the work authorization. All work must be completed on or before the completion date specified in the work authorization. The Contractor shall promptly notify the County of any event, which will affect completion of the work authorization. The County agrees that the Contractor is not responsible for damages arising from any circumstances beyond the Contractor’s reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the County or the County’s other Contractors, it’s Contractor or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

#### **ARTICLE V PROGRESS**

The Contractor shall, from time to time during the progress of the work, confer with the County. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the work. Upon request by the County, the Contractor shall make presentations to the Commissioners Court.

At the request of the County or the Contractor, conferences shall be held at the Contractor’s office, the County’s office, or at other locations designated by the County. These

conferences shall also include an evaluation of the Contractor's services and work when requested by the County.

Should the County determine that the progress in production of the work does not satisfy the work schedule, the County will review the work schedule with the Contractor to determine if corrective action is needed.

The Contractor shall promptly advise the County in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County assistance needed to resolve the situation; and
- (2) favorable developments or events, which would enable meeting the work, schedule goals sooner than anticipated.

## **ARTICLE VI SUSPENSION**

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of five (5) calendar days prior to the date of suspension. The five (5) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the County to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the County suspends the work, the contract period, as determined in Article II – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article IX – Supplemental Agreements.

## **ARTICLE VII ADDITIONAL WORK**

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article IX – Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating

to additional work not directly associated with the performance of the work authorized in this contract or as amended.

## **ARTICLE VIII CHANGES IN WORK**

If the County finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Contractor shall make such revisions if requested and as directed by the County. This will be considered additional work and paid for as specified under Article VII – Additional Work.

The Contractor shall make such revisions to the work to correct errors appearing therein, when required to do so by the County. No additional compensation will be paid for the correction of errors.

## **ARTICLE IX SUPPLEMENTAL AGREEMENTS**

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article III – Compensation and Method of Payment.

Any supplement agreement must be executed by both parties within the contract period specified in Article II – Contract Period.

**No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed to be determined in the County's reasonable discretion.**

## **ARTICLE X PUBLIC INFORMATION ACT**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County shall be delivered to the County upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data, which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act. Any use of the data, basic sketches, charts, calculations, plans, specifications or other documents by the County or others authorized by the County on

projects other than for which the documents were created shall be a the re-user's sole risk and without liability to the Consultant.

## **ARTICLE XI SUBCONTRACTING**

The Contractor shall not assign, subcontract or transfer any portion of the work under this contract. All work under this contract shall be performed by Contractor personally.

## **ARTICLE XII EVALUATION OF WORK**

The County and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

## **ARTICLE XIII SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the County before a final report is issued. The County's comments on the Contractor's preliminary report shall be addressed in the final report.

## **ARTICLE XIV COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

Contractor shall submit Plan and any draft Plan (or sections thereof) in a County compatible electronic or digital format that can be edited upon County request.

All computer files must be compatible with the County's computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Contractor shall be delivered to the County. Final payment for the work associated with this contract will not be made until the files furnished by the Contractor have been demonstrated to be usable in the required formats.



**ARTICLE XV**  
**VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT**

Material violations of the contract terms or material breach of contract, after the expiration of the requisite notice and cure period, by either party shall be grounds for termination of the contract by the opposite party and any increased cost arising from the breaching party's default, breach of contract, or violation of contract terms shall be paid by the breaching party. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

In the event of any material violation or material breach of the requirements or provisions of this contract by either party, the non-breaching party shall send the breaching party written notification, by certified mail, return receipt requested, asserting the existence of such breach in reasonable detail. Following its receipt of such written notice, the breaching party shall have a period of fifteen (15) calendar days in which to either contest the existence of such breach or to cure such breach if it is of a nature which can be cured within the fifteen (15) calendar days. In the event such breach is of the nature which is incapable of being cured within the fifteen (15) calendar days, and the breaching party diligently attempting to cure the breach, the breaching party shall be deemed to be in compliance with this paragraph. If the breaching party fails to cure such breach within the fifteen (15) calendar days (or such longer period if so required), then the breaching party shall be deemed to be in violation of this contract and the non-breaching party may pursue any and all remedies available pursuant to this contract or at law or in equity.

**ARTICLE XVI**  
**TERMINATION**

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties;
2. By the County, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein to the reasonable satisfaction of the opposing party hereto;
4. By the County, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than fifteen (15) calendar days written notice to the Contractor. As well, County may terminate this contract upon not less than fifteen (15) calendar days written notice to the Contractor for any reason resulting from any governmental law, order, ordinance, regulation, or court order; and
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the fifteen (15) calendar day notice period shall not exceed the amount charged during the preceding fifteen (15) calendar days. In no event shall the County be liable for loss of any profits anticipated to be made hereunder by Contractor should this contract be terminated early.

If the Contractor defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Contractor, the County will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the cost to the County of employing another firm to complete the work required and other factors which affect the value to the County of the work performed at the time of default.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Contractor under this contract except the obligations set forth in Articles X, XII, XVII, XVIII, XIX, and XX of this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the County for reasonable and necessary cost occasioned to the County.

## **ARTICLE XVII COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, licensing laws and regulations. When required, the Contractor shall furnish the County with satisfactory proof of its compliance.

Contract will comply with all Federal statutes relating to non-discrimination.

It is expressly understood by County and Contractor, that from the date of award of Contractor to one (1) year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one (1) year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

**ARTICLE XVIII  
INDEMNIFICATION**

**THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM A NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH NEGLIGENT ACT, ERROR, OR OMISSION BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.**

**ARTICLE XIX  
CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**ARTICLE XX  
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The County or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.

**ARTICLE XXI  
SUCCESSORS AND ASSIGNS**

The Contractor and the County do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

**ARTICLE XXII  
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall 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 contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XXIII  
PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE XXIV  
NOTICES**

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

<b>COUNTY</b>	<b>CONTRACTOR</b>
Nueces County	True North Consulting Group, LLC.
Nueces County Judge	3408 Hillcrest Drive
901 Leopard, Room 303	Waco, Texas 76708
Corpus Christi, Texas 78401	

**ARTICLE XXV  
VENUE AND GOVERNING LAW**

Venue shall be in Nueces County. This Agreement shall be construed under and in accord with the law of the State of Texas.

**ARTICLE XXVI  
INSURANCE**

**Insurance and Liability**

The work shall not be commenced by Contractor until after the policy, or policies, evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been filed with the County.

In the event the Insurer refuses to provide the County with notice as detailed, the Contractor agrees to provide notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Contractor, at his/her expense, shall purchase and maintain in force at all times during the term of this Contract, until the Project is finally completed and accepted by County, the insurance with limits not less than indicated below.

No policy shall contain any exclusion for explosion, collapse, or underground coverage. Identify the **project number** and **name** in the Certificate of Liability.

**A. Commercial General Liability:**

Bodily Injury / Property Damage

Each Occurrence	Annual Aggregate
\$1,000,000	\$2,000,000

A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. **Nueces County is to be named as additional insured and a waiver of subrogation is required for this policy.**

**B. Automobile Liability Covering:**

Owned Automobiles

Non-owned Automobiles

including Hired Automobiles

and those of independent contractors. **All must be marked on Certificate of Liability Form as applicable to vehicles that will be utilized on the job site. Only those vehicles that are insured under the Certificate of Insurance are permitted at the job site.**

Bodily Injury / Property Damage

Per Occurrence
\$1,000,000

**Nueces County is to be named as additional insured and a waiver of subrogation is required for this policy.**

C. Workers Compensation Insurance Certificate

Employer’s Liability Coverage Limit: \$500,000.

All insurance must be written by insurance companies which are rated in the A.M. Best Rating Guide – Property & Casualty with a policyholder’s rating of A, and a financial size category of Class VII. **A waiver of subrogation is required for this policy.**

D. Professional Liability Insurance shall protect the Proposer against claims for damages which may arise from operations under this contract, whether such operations be by the Proposer, or the Proposers staff. The minimum acceptable limits of liability to be provided by such professional liability insurance shall be as follows:

Each Occurrence	Annual Aggregate
\$1,000,000	\$1,000,000

**ARTICLE XXVII  
SIGNATORY WARRANTY**

The undersigned signatory for the Contractor hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and the Contractor have executed these presents in duplicate.

**COUNTY OF NUECES**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Barbara Canales

Title: Nueces County Judge

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST FOR COUNTY:**

**ATTEST FOR CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

By: Kara Sands

By: \_\_\_\_\_

Title: Nueces County Clerk

Title: \_\_\_\_\_

**List of Attachments**

Attachment A Services to be provided by County  
Attachment B Services to be provided by Consultant  
Attachment C Payment Schedule  
Attachment D Work Authorization

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY COUNTY**

1. Provide any previous plans and assessments performed at the Nueces County Courthouse.
2. Provide access to the project area for the duration of the project.



## **ATTACHMENT B SERVICES TO BE PROVIDED BY CONSULTANT**

The Scope of Services for each phase is as follows:

### **Phase I**

Review and document the existing security systems and practices currently being utilized by Nueces County at the Nueces County Courthouse. Perform site visits to the Nueces County Courthouse complex in order to evaluate the existing security infrastructure, personnel, and technology for 24/7 security. Interview key staff members regarding daily operation and security procedures.

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### **Phase II**

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- (1) Physical Defenses
  - a) Perimeter Security – fencing, walls, lighting, landscaping, parking areas

- b) Means and regulation of building access
- c) Doors and their openings
- d) Windows, skylights and roof
- e) Key Control
- f) On-site security personnel

(2) Electronic Defenses

- a) Intruder systems
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- (1) The Assessment instrument/tool will become the property of Nueces County, and may not be provided to others without written authorization from the Nueces County Commissioners Court.

DELIVERABLE: Effective security Risk and Vulnerability Assessment Instrument/Tool that must include at minimum capabilities described above.

### **Meetings:**

Firm will meet with the Nueces County Security Team to review the security assessment analysis and recommendations. Meetings include a minimum of two (2) meetings with Nueces County Security Team staff and two (2) meetings with the Nueces County Commissioners Court where the findings and recommendations are presented to the Commissioners Court members for consideration and approval.

**ATTACHMENT C  
PAYMENT SCHEDULE**

The County shall reimburse Consultant for basic consulting services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

<u>Milestone</u>	<u>% of Contract Fee</u>
• Approval of preliminary plans and specifications by County	20%
• Completion of Phase I	20%
• Completion of Phase II	20%
• Completion of Phase III	20%
• Completion of final inspection and acceptance by the County	20%
	-----
TOTAL	100%

**NOTE:** Percentages of payment listed here are general guidelines based on consulting services typically provided. These are negotiable and should serve only as a guide.

**ATTACHMENT D  
WORK AUTHORIZATION**

This work authorization is issued in accordance with the Consulting Services Contract,  
dated \_\_\_\_\_, between Nueces County and \_\_\_\_\_  
\_\_\_\_\_.

Work Task: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cost: \_\_\_\_\_

Deliverables: \_\_\_\_\_  
\_\_\_\_\_

Completion Date: \_\_\_\_\_

COUNTY OF NUECES

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

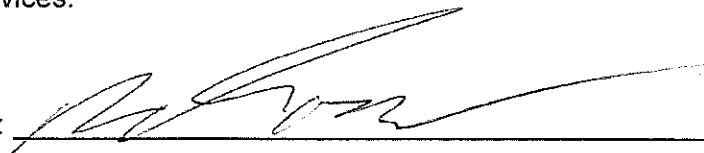
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**DEBARMENT STATEMENT:**

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding to furnish materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY:  (Signature)  
\_\_\_\_\_  
Brandon Frazier, Director - Security Technologies Printed Name & Title  
\_\_\_\_\_  
True North Consulting Group, LLC. Company  
\_\_\_\_\_  
3408 Hillcrest Drive, Waco, TX 76708 Business Address  
\_\_\_\_\_  
11-19-2019 Date

Project Number/Name or type of services to be provide: RFQ No. 3111-19

Security Assessment Consulting Services

NUECES COUNTY  
HOUSE BILL 89 VERIFICATION

I, Ron Bundy (Person name), the undersigned  
representative of (Company or Business name) True North Consulting Group, LLC.  
(hereafter referred  
to as company) being an adult over the age of eighteen (18) years of age, do hereby  
verify that the company named-above, under the provisions of Subtitle F, Title 10,

Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

11/19/2019

DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE