

RESOLUTION NO. 14-179

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO MODIFY THE LANGUAGE IN THE SPECIFICATIONS FOR SECURITY GUARD SERVICES OF RESOLUTION 13-501 FOR SERVICES AT THE SPUR 93 BUSINESS PARK**

**WHEREAS**, per Resolution No. 12-601, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") entered into a contract with Vets Securing America of San Antonio, Texas ("Vets") for Security Guard Services for the Spur 93 Business Park; and

**WHEREAS**, per Resolution No. 13-501, PAEDC renewed the contract with Vets for security guard services for the Spur 93 Business Park; and

**WHEREAS**, PAEDC and Vets have recognized the scope of services as set forth in **Exhibit "A"** should be modified so that Vets can provide proper security services at the Spur 93 Business Park; and

**WHEREAS**, on April 7, 2014, the PAEDC Board of Directors approved the proposed modifications attached hereto as **Exhibit "B"**.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:**

**Section 1.** That the facts and opinions in the preamble are true and correct.

**Section 2.** That the PAEDC is herein authorized to modify the scope of the "Specifications for Security Guard Services" at the Spur 93 Business Park attached hereto as **Exhibit "B"**.

**Section 3.** That a copy of the caption of this Resolution be spread upon the Minutes of

the City Council.

**READ, ADOPTED AND APPROVED** on this 15<sup>th</sup> day of April A.D., 2014,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince; Mayor Pro Tem Williamson  
Councilmembers Scott, Segler, Albright, Lewis  
Freeman and Thomas.

NOES: None.

Deloris Prince  
**Deloris "Bobbie" Prince, Mayor**

ATTEST:

Sherri Bellard  
**Sherri Bellard, City Secretary**

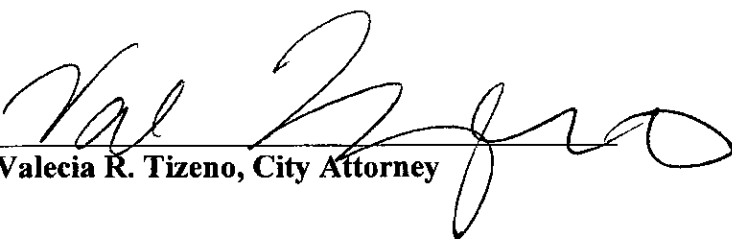
APPROVED:

Floyd Batiste  
**Floyd Batiste, PAEDC CEO**

APPROVED AS TO FORM:

Guy N. Goodson  
**Guy N. Goodson, PAEDC Attorney**

APPROVED AS TO FORM:



Valecia R. Tizeno, City Attorney

**EXHIBIT "A"**

**CITY OF PORT ARTHUR, TEXAS**  
**SPECIFICATIONS FOR SECURITY GUARD SERVICES**

It is the intent of these specifications to describe services for Security. Successful bidder shall be responsible for securing, monitoring, and safeguarding the City of Port Arthur Economic Development Business Park facilities and equipment. It is neither the purpose nor the intent to alienate any prospective bidder within the following descriptions:

***Workdays and Hourly Schedule:***

***Weekdays/Weekends***

Monday - Friday: 6:00 p.m. to 6:00 a.m.

Saturdays/Sundays: 24 hours per day beginning at 6:00 a.m.

Holidays - 24 hours per day beginning at 6:00 a.m.

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day

***Guard Qualifications***

1. The Contractor shall assure that all Guards meet the following qualifications. Any Guard found not meeting the following qualification requirements shall be replaced within 24 hours upon the direction of authorized agency personnel.
2. The Guard Supervisor shall possess at least three years experience as a security guard.
3. Guard Supervisors shall have been employed by the Contractor for a minimum of six months.
4. The Guard shall possess a high school/equivalency diploma or two years of full time experience as a guard.
5. The Guard shall be at least 18 years of age.

6. The Guard must be capable of performing the following functions within the context of the English language:
  - a. Reading and understanding all regulations, written orders, instructions, and material necessary to satisfactorily perform the required security functions,
  - b. Effective written communication in order to compose and maintain, for example, written reports and records that will convey complete information,
  - c. Must have Effective verbal communication to express ideas, and be understood.
  - d. Must be United States citizens or aliens properly registered with the U.S. Immigration and Naturalization Service.
  - e. The Guard shall not have been convicted of a felony or other criminal offense which in the Department's sole determination would inhibit the Guard's ability to perform his/her duties in a reliable, competent and trustworthy manner in accordance with the contract terms and conditions.
  - f. The Guard must always keep alert, observing everything in sight or hearing.
  - g. All guards must possess a valid Texas driver's license.
  - h. Must be registered with the Texas State Board of Private Investigators and Security Agency and have in their possession while on duty, an approved registration card.
  - i. Guards must possess ability to face situations firmly, fortuitously, tactfully and with respect for the right of others
  - j. Be able to perform the essential functions of the job to include but not limited to walking, running, climbing, etc.
  - k. The approximate mileage that must be patrolled by the security officer is 7-10 miles.
  - l. Guard must know the location of fire alarm boxes, sprinkler alarms, shut-off valves if any.
  - m. All injuries, no matter how slight, must be reported.
  - n. Security officers will not accept gratuities from anyone, for any purpose.
  - o. All guards assigned to this contract shall have a valid Red Cross First Aid Certifications and CPR training certificate.

### ***Uniform and appearance***

1. The Contractor shall supply all uniforms at its own cost and expense. All uniforms shall be matching and shall include, uniform trouser, belt, and uniform shirt with badge identifying the contractor's company, a jacket - if worn - identifying same, black shoes, polished and in good repair, and name tag.
2. The Contractor shall ensure that uniforms are maintained in a clean, well pressed and in good repair.
3. The Contractor must assure that Guards adhere to the highest grooming standards hair shall be neatly trimmed and worn away from face. Mustache and beard, if worn, shall be neatly maintained and must be unarmed.

### ***Photo Identification***

1. The contractor shall assure that photo ID cards are issued to each guard and that each guard must wear it in full view when on duty. Each card shall contain a photo insert of the guard and contain the 1) contractor's name 2) guard's full name 3) guard's social security number or guard's identification number 4) guard's Signature.

### ***Equipment***

1. The contractor shall provide each site with (2) hand held scanners; one (1) for use and one (1) for backup purposes.
2. The contractor shall provide a Cell phone to assure full communication coverage between the EDC Department and the businesses in the park.
3. The Guard will be equipped, when appropriate, with flashlight, police whistle, notebook, handcuff and pens
4. The contractor shall assume responsibility for the maintenance of the above equipment as well as the provision of chargers, batteries and back up supplies
5. The contractor shall display an approved sign or emblem indicating that the premises are being protected by them.
6. Time clocks provided must be Deggy Guard Touring Solutions or equivalent

### ***Responsibilities***

7. During the term of this contract the contractor shall provide management, supervision, personnel, uniforms, equipment and supplies necessary to provide guard service at the business park. The contractor's responsibility shall include but not limited to:
8. The Guard must ensure that order is maintained within and around the perimeter of each facility at all times.
9. Ensuring that at no time shall firearms, knives or any other illegal or unauthorized instruments which may be used as a weapon, be allowed on the premises by the facilities staff, security personnel or any other person, except duly authorized weapons are required in the legal performance of their duty.
10. The guard shall assure that timesheets and security log books are completed properly and in a legible manner and deliver upon request within 48 hours to security supervisor.
11. The Guard will call appropriate law Enforcement officials immediately in the event of a crisis situation.
12. The Successful contractor must provide only one employee per twelve hour shift.
13. The Guard should walk around perimeter of each building, check all exterior doors of each building, report any visible broken windows, any building misuse (ex. Tagging).
14. The contractor will secure at his own expense all personnel required in performing the work under this contract. Such personnel shall not be employees of or have any contractual relationship with the City.

15. All work performed by employees of the contractor shall be performed with the utmost regard to safety of the individuals performing work, the tenants, the public at large and in manner not posing any risks to persons or property.

***Reporting requirements***

1. The Guards shall be responsible for reporting all incidents, which include, but not limited to violations of fire and safety regulation, and criminal or unlawful act including possession of illegal substances, alcoholic beverages, weapons or instruments which pose a threat, all deaths which occur on or in the close proximity of the EDC Business Park premises, assaults, robberies and unauthorized intrusion with the intent to commit a criminal act.
2. All incidents are to be immediately reported.
3. Monthly Activity report/status report must be submitted to EDC.
4. Maintain security of Port Arthur Economic Business Park, to include all buildings, parking areas, businesses, storage areas and grounds.
5. Keep activity log book of all private vehicles that access any properties within the Business Park. Activity Log should include:
  - a.) Shift (first, second, etc.)
  - b.) The date
  - c.) Guard's name
  - d.) Type of vehicle
  - e.) Time of arrival and departure of vehicle
  - f.) Vehicle ID number or license plate number
  - g.) Number of occupants in vehicle
6. Punch time clock every 1-1/2 hour at each business location (11 clocks to be supplied by contractor). Extra time clocks (damaged or new businesses) must be furnished by contractors with no additional cost to the City.

***Maintain Incident report log book to include the following:***

1. Shift (first, second, etc.)
2. The date
3. The time
4. Guard's name
5. A complete written report of incident occurrence and name of person.
6. Fire or other imminent hazards. Report same to Fire Department or Police Department as situation warrants.



7. Security lights that are out or damaged must be reported to include exact location.
8. Unlocked doors or signs of forced entry, and indicate location and time noticed on reports. Contact the Police Department if any break-ins or other illegal activity is suspected in any area being secured.
9. Any property damages such as:
  - a.) Equipment
  - b.) Buildings
  - c.) Fencing
  - d.) Plumbing
  - e.) Electrical
  - f.) Windows, etc
  - g.) Storm Damages
10. Other incidents that, in the opinion of the security guard, warrant reporting and documenting. Security guard shall also immediately contact the Chief Executive Officer of the Economic Development Corporation, or his designee, and advise of any adverse situations, circumstances, conditions, etc. that exists or have occurred.

#### ***Supervision***

1. The Contractor shall supervise its employees to such a degree to ensure that they are performing the required services in accordance with these specifications and are not derelict in their duties. The City of Port Arthur Economic Development Corporation will, from time to time, make spot checks of the service being provided and will report any deficiencies to the contractor. Repeated failure to live up to all terms and conditions set out here in may result in termination of the contract.

#### ***Insurance***

1. Contractor must comply with the City's insurance requirements.

#### ***Terms of Contract***

1. This Contract will terminate approximately one (1) year from date of execution with the option to renew for two (2) additional one (1) year periods.

#### ***Compliance with Laws***

1. The contractor shall comply with applicable laws, ordinances, rules, orders, regulations and codes of federal, state and local governments relating to performance of work here in at no additional expenses to City during the terms of this contract.
2. The Contractor shall adhere to the rules of The General Qualifications for License, Certificate of Registration, or Security Officer Commission and must be properly licensed and registered to perform Security Services within the State of Texas.

### *Vehicle*

1. A distinctive law enforcement type vehicle with identification marking and flashing lights shall be used by all security contractors.
2. The contractor must provide pricing for patrolling in a street legal golf cart and a vehicle.

### *Personnel*

1. The contractor will secure at his own expense all personnel required in performing the work under this contract. Such personnel shall not be employees of or have any contractual relationship with the City.
2. All personnel engaged in the work shall be physically and mentally qualified for type of service to be provided, be of good character, and shall be authorized or permitted under state and local law to perform such services.
3. None of the work covered by this Contract shall be subcontracted without the prior written approval of the Board of Directors of the City Economic Development Corporation.
4. All personnel assigned to the business park will be dressed in identifiable company uniform with name tag. Appearance of security officer should be neat and clean.
5. All personnel shall be unarmed and must have a cell phone.
6. All work performed by employees of the contractor shall be performed with the utmost regard for safety of the individuals performing work, the tenants, the public at large and in a manner not posing any risks to persons or property.

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