

PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into by and between the CITY OF LAREDO, TEXAS, a municipal Professional, acting by and through its City Manager (hereinafter referred to as “City”), and Gold Shield Consulting, LLC (hereinafter referred to as “the Professional”) for the purpose of providing professional services as the Program Administrator for the Laredo Police Department Texas Anti-Gang Center (TAG) Program and Grant.

1. PURPOSE

- 1.1. The purpose of this Agreement is to state the terms and conditions under which the Professional shall provide the Laredo Police Department assistance with administration of its Texas Anti-Gang (TAG) program and grant.

2. SCOPE OF SERVICES

- 2.1. The Professional shall work with the City of Laredo Police Department (LPD) and with appropriate City officials to perform any and all related tasks required by the City in order to fulfill the purpose of this Agreement.

Professional will perform all work required under this Agreement to the satisfaction of the City of Laredo Police Department and the TAG Center Executive Committee (CEC) The determination made by LPD shall be final, binding, and conclusive on all Parties hereto.

Professional shall provide those services described and set out in the Proposal to FY21-084 RFQ Addendum 2 attached hereto as ***Exhibit 1*** and made a part of this Agreement as if incorporated herein.

- 2.2. Professional shall provide the following services:

- 2.2.1. Ensure the proper daily functioning of any common physical environment shared by the law enforcement agencies contributing to the project, including overseeing any common facilities, equipment and security measures;
- 2.2.2. Assist the law enforcement agencies contributing to the project developing, implementing and reviewing standard policies and procedures applicable to common physical environments;
- 2.2.3. Observe the interaction of the law enforcement agencies sharing any common physical environment, and provide recommendations to supervisory personnel as needed to address conflict or concerns;

- 2.2.4. Monitor the needs of the law enforcement agencies participating in the project in performing their law enforcement activities and provide appropriate recommendations as needed to address deficiencies and areas for improvement;
- 2.2.5. Obtain, synthesize, assemble and report statistics and other data from the law enforcement agencies participating in the project as needed to ensure compliance with grant conditions;
- 2.2.6. Maintain full-time work schedule of 40 hours a week. City Holidays may be observed and grant position will be given 132 hours of leave per year Annual Leave (vacation or illness) with no accruals, and two (2) Personal Holidays (personal leave of 16 hours) will be given. It is understood that any unused leave (Annual Leave and Personal Holidays) is forfeited at the end of the contract year;
- 2.2.7. On call 24/7 availability;
- 2.2.8. Act with consent of the Laredo Police Department and TAG Center Executive Committee;
- 2.2.9. Advise the Laredo Police Department and TAG Center Executive Committee in matters relating to strategic planning, policy, and performance indicators relating to the TAG grant;
- 2.2.10. Facilitate and promote interagency communication among partners and stakeholders;
- 2.2.11. Collaborate interagency projects;
- 2.2.12. Identify future funding sources to support the TAG facility operational costs;
- 2.2.13. Ensure compliance with grant mandates and policies;
- 2.2.14. Work in conjunction with partner, and stakeholders regarding the sharing of intelligence, trends, and threats;
- 2.2.15. Facilitate regular meetings at the TAG facility to include, but not limited to, TAG Center Executive Committee, working group meetings, supervisor's meetings and intelligence meetings;

- 2.2.16. Coordinate the collection of monthly enforcement statistics, the preparation of quarterly enforcement reports, and other reports as necessary to provide grantors with required date for evaluation of current and future grants of funding assistance;
- 2.2.17. Ensure procurement of equipment, supplies, and services is in compliance with City of Laredo procurement rules and applicable grant rules;
- 2.2.18. Account for equipment and supplies purchased with grant funds;
- 2.2.19. Assist in budgeting for grant;
- 2.2.20. Responsible to conduct or contract network patch connections needed to facilitate data and phone connectivity at the TAG facility in the IT room;
- 2.2.21. Ensure staff has data and telephone connectivity at all times;
- 2.2.22. Represent the TAG facility in local, regional, and national forums as directed by the Laredo Police Department/TAG Center Executive Committee;
- 2.2.23. Oversee the TAG facility and is the primary contact with building management/landlord and contractors to ensure an efficient, safe, and healthy office environment;
- 2.2.24. Act as TAG facilities superintendent and address and correct facilities issues as they arise;
- 2.2.25. Responsible for pick up and/or coordination of transport to the TAG Center equipment and supplies, as necessary; and
- 2.2.26. Perform other duties assigned by the Laredo Police Department and the TAG Center Executive Committee, or their designees, and fulfill responsibilities as required.

3. **TERM OF AGREEMENT**

- 3.1 The term of this agreement shall be for a period of two (2) years beginning September 1, 2026 and continuing until August 31, 2028 with each year of the Agreement constituting a Fiscal Year. Fiscal Year 2027 shall begin on September 1, 2026 and shall end on August 31, 2027. Fiscal Year 2028 shall begin on September 1, 2027 and shall end on August 31, 2028.

3.2 Continuation of this Agreement from Fiscal Year to Fiscal Year shall be contingent upon respective annual grant funding from the State of Texas, i.e. the period from September 1, 2026 until August 31, 2027 shall be contingent upon grant funding for Fiscal Year 2027; the period from September 1, 2027 until August 31, 2028 shall be contingent upon grant funding for Fiscal Year 2028. In the event grant funding is terminated for any given Fiscal Year this position will be eliminated for that Fiscal Year.

3.3 Continuation of the services to be performed by the Professional beyond the two-year term of this Agreement shall be contingent upon grant funding from the State of Texas for future years, as well as approval from the Laredo Police Department and the Laredo City Council. Thereafter, this Agreement may be renewed for any period agreed upon between the parties to the Agreement contingent on funding availability.

4. **PAYMENT**

- 4.1. Subject to the provisions of this Agreement, the City agrees to pay two hundred eighty-seven thousand seven hundred thirty-one and 99/100 dollars (\$287,731.99) for services provided by the Professional for the two-year term of this Agreement. Payment to the Professional for Fiscal Year 2027 shall be one hundred forty thousand three hundred fifty-seven and 07/100 dollars (\$140,357.07) followed by an annual increase of five (5) percent for Fiscal Year 2028.
- 4.2. The City shall provide the Professional with a cellular phone necessary to carry out the duties of the TAG Administrator position and shall pay for the cellular service fees. The Professional shall abide with the City of Laredo “Mobile Access Policy” and the Laredo Police Department “Policy 701 – Personal Communication Devices” for use of the cellular phone provided.
- 4.3. City shall be under no obligation to pay for any work performed by the Professional which is not satisfactory to LPD or TAG CEC. City shall have the right to terminate this contract in accordance with Section 11 Right of Termination, in whole or in part, should Professional’s work not be satisfactory to LPD or TAG Center Executive Committee; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. Professional will be provided the opportunity to correct any unsatisfactory work prior to final determination of non-payment. The City is an Equal Opportunity Employer and does not discriminate. City shall conduct all activities in accordance with this and all other applicable federal, state, and local requirements.

- 4.4. The City shall pay the Professional for the services provided based on a written request for payment which shall include an invoice with a description of all services provided and incurred fees.

5. **INDEMNIFICATION**

5.1 THE CITY SHALL NOT BE HELD LIABLE FOR CLAIMS OR DEMANDS OF ANY NATURE OR FOR DAMAGES, WHETHER MONETARY OR OTHERWISE, THAT MAY GROW OUT OF OR ARISE FROM THE PROFESSIONAL'S ACTIVITIES IN CONDUCTING AND CARRYING OUT ITS WORK WHETHER UNDER THIS CONTRACT OR GENERALLY. THE PROFESSIONAL AGREES TO, AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL CLAIMS, DAMAGES, LOSS, COSTS, EXPENSES OR LIABILITY OF ANY KIND WHATSOEVER OCCASIONED BY ANY ACT, ERROR OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, MEMBERS, AGENTS, REPRESENTATIVES AND EMPLOYEES IN THE CONDUCT AND OPERATION OF THE PROFESSIONAL'S BUSINESS, SERVICES AND ACTIVITIES, WHETHER UNDER THIS CONTRACT OR GENERALLY, AND THIS INDEMNITY SHALL NOT BE LIMITED, IN ANY RESPECT, BY REASON OF THE PAYMENT OF ANY INSURANCE COVERAGE HEREIN AFTER REQUIRED TO BE MAINTAINED BY THE PROFESSIONAL.

6. **INSURANCE**

- 6.1 The Professional shall maintain insurance during the term of this contract and in accordance with the provisions shown in Exhibit 2. Upon request, the Professional shall furnish the City with certified copies of all insurance policies.

7. **ASSIGNMENT**

- 7.1 Neither party shall assign or transfer any right or interest in this Agreement, in whole or in part, without prior written approval of the other party.

8. **RELATIONSHIP OF THE PARTIES**

- 8.1 The TAG Center Program Administrator will be housed at the designated office/building dedicated to the TAG Center. In the performance of work or services hereunder, Professional is deemed an independent contractor and shall not be deemed an employee, agent, or servant of the City. Professional covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of the City; that

Professional shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, and employees; that the doctrine of respondent superior shall not apply as between City and Professional, its officers, agents, and employees, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Professional. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Professional under this agreement and that Professional has no authority to bind the City.

9. **CONFIDENTIAL WORK**

- 9.1 No reports, information, project evaluation, project designs, data, or any other documentation developed by, given to, prepared by, or assembled by Professional under this contract shall be disclosed or made available to any individual or organization by Professional without the express prior written approval of City, unless required by law or court order.
- 9.2 Professional may, as part of the operation of the Laredo TAG Center, share information between other state TAG offices and partner law enforcement agencies.
- 9.3 Professional shall establish a method to secure the confidentiality of records and information that Professional may have access to, in accordance with any applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the City's right of access to records or other information under this Professional.
- 9.4 If Professional receives inquiries regarding documents within its possession pursuant to this contract, Professional shall immediately forward such request to City for disposition.

10. **OWNERSHIP OF DOCUMENTS**

- 10.1 All reports, information, and other data given to, prepared by, or assembled by Professional pursuant to this contract and any other related documents or items shall become the sole property of City. Such reports, information, and other data shall be delivered at no cost to City upon request or upon termination of this contract without restriction on future use. Professional, with approval by the Laredo Police Department, may make copies of any and all documents for its files, at its sole cost and expense.

Professional shall retain all records owned by City or to which City has access to for the retention periods specified by local, state or federal law.

11. **TERMINATION**

- 11.1 For purposes of this agreement, “termination” of this agreement shall mean termination by expiration of the agreement term or earlier termination pursuant to any of the provisions thereof.
- 11.2 Termination by Notice: The agreement may be cancelled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than sixty (60) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be sixty (60) calendar days after the receipt of the notice by the other party. All files are the property of the City and, at the City’s request, will be delivered at no cost to the City or its designated recipient at the effective date of termination. Any City funds held in any account(s) shall be returned to the City within thirty (30) calendar days after the effective termination.
- 11.3 Termination for Cause: Should either party default in the performance of any of the terms or conditions of this agreement, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default.
- 11.4 Termination by Law: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this agreement shall automatically terminate on the effective date of such prohibition.
- 11.5 Effect of Termination: The period between notice of termination and the effective date of termination shall be used to affect an orderly transfer of records and funds, if any, from the Professional to the City or to any person or entity that the City may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the Professional’s sole cost and expense.
- 11.6 Within thirty (30) calendar days of the effective date of termination (unless such an extension is authorized in writing by the City) the Professional shall submit to the City its claim, in detail, for the monies owed by the City for services performed under this agreement through the effective date of termination.

11.7 Upon termination or cancellation of this agreement, the City may immediately commence an audit of the Professional's books, accounts, and records. Within thirty (30) calendar days after being notified by the City of the results of said audit, the Professional shall pay the City any amount shown by said audit to be owed to the City or its employees. No waiver of existing default shall be deemed to waive any subsequent default.

12. **NON-WAIVER**

12.1 Unless otherwise specifically provided for in this contract, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

13. **NOTICES**

13.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, addressed as follows:

TO THE CITY:

City Manager Joseph W. Neeb
City of Laredo
1110 Houston
Laredo, Texas 78040

TO THE PROFESSIONAL:

Gold Shield Consulting, LLC
P.O. Box 451721
Laredo, Texas 78045

14. **VENUE AND GOVERNING LAW**

14.1 This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas

14.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this agreement shall be heard and determined in the City of Laredo, Webb County, Texas.

15. **SEVERABILITY**

15.1 If any one or more provisions of this contract are deemed inoperative, invalid, illegal, or unenforceable, the operation, validity and enforceability of the remaining provisions shall not be affected or impaired and this contract shall be considered as if the entirety of such inoperative, invalid, illegal, or unenforceable provision had never been contained in this contract.

16. **ENTIRE AGREEMENT**

16.1 This agreement sets forth the entire agreement between the City and the Professional with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this contract. No modification or waiver of any right under this contract will be effective unless it is evidenced in a writing executed by both parties.

By the signatures affixed below, this contract goes into effect on the date of signing. This contract may be signed in counterparts, and each counterpart shall constitute an original.

SIGNED by the Parties, on the ____ day of _____, 2026:

CITY OF LAREDO

THE PROFESSIONAL

BY: _____
Joseph W. Neeb
City Manager

BY: _____
Gabriel E. Martinez, Jr.,
Managing Member for
Gold Shield Consulting, LLC

BY: _____
Chief of Police Miguel A. Rodriguez, Jr.
Laredo Police Department

ATTESTED

BY: _____
Mario I. Maldonado, Jr.
City Secretary, City of Laredo

APPROVED AS TO FORM

BY: _____
Doanh "Zone" T. Nguyen
City Attorney

EXHIBIT 1

FY21-084 RFQ TAG Administrator

EXHIBIT 2

CITY OF LAREDO INSURANCE PROVISIONS

The following insurance provisions shall modify Section ____ of the contract, and the Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract.
2. Workers' Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage, and scheduled and owned if any.
4. Errors & Omissions coverage. The following conditions will apply:
 - a. Professional Liability with minimum limits of \$1,000,000.
 - b. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Professional may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

With reference to the foregoing insurance requirement, the Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers' Compensation, and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Professional may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Laredo.

3. Certificate Holder: City of Laredo, 1102 Bob Bullock Loop, Laredo, TX 78043.

Upon request, the Professional shall furnish the City of Laredo with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.