

PROCESS SERVICE AND COURIER SERVICES CONTRACT

This contract is entered into by the County of El Paso, a political subdivision of the State of Texas ("County"), and Arnold Davis, d/b/a Stateline Process Service ("Contractor"), pursuant to El Paso County RFP #10-090.

1. SCOPE OF SERVICES. Contractor shall provide service of legal papers and courier services primarily in juvenile prosecution cases and child protective services litigation upon request by the El Paso County Attorney, as proposed in Contractor's response to RFP #10-090, made a part hereof for all purposes, and including, but not limited to the following:

a. Contractor shall attempt to serve documents as soon as practical after receipt and pursuant to the direction of the County Attorney. Contractor shall notify the County Attorney immediately, and at least by the return/court date, if it determines that any address provided are invalid or there are any other obstacles to the successful completion of any service.

b. Service shall include personal service and, where requested, service by overnight certified mail, return receipt requested, and substitute service. Service shall further include picking up legal papers from the County Attorney's Office, filing legal papers with the District Clerk, filing returns of service with the District Clerk, and faxing or delivering copies of filed returns to the County Attorney's Office. Contractor shall impose no limit on the number of attempts made to serve a particular witness or party.

b. Legal documents to be served shall include subpoenas, citations, summonses, show cause notices, and related documents.

c. Contractor shall provide written affidavit of service or substitute service. When service attempts fail, Contractor shall provide an affidavit regarding efforts to determine the whereabouts of a particular witness or party, an affidavit regarding efforts to serve a particular legal paper, and/or testimony regarding services provided under this contract.

d. Contractor shall be on-call 24 hours a day and shall be available to provide rush services within 8 hours after a request is made. Contractor shall be available to serve legal papers before and after regular business hours. Contractor shall also provide emergency service to individuals known to be at a particular location within 45 minutes of notice.

e. Contractor shall not be required to travel beyond the El Paso area, which shall include El Paso County, Fort Bliss and related federal property, Sunland Park, Anthony, Chaparral, and Las Cruces.

f. Contractor shall perform services in conformity with all applicable laws, including but not limited to, Texas Rules of Civil Procedure 99-124, 536, and 536a.

g. Contractor shall provide, upon request of the County Attorney, the status of service of process efforts for any specified document, including the identity of Contractor's employee attempting/completing the service.

2. ADDITIONAL REQUIREMENTS.

a. All employees of Contractor and/or any subcontractor who perform services pursuant to this agreement shall submit to a criminal and civil background investigation prior to performing services hereunder. Contractor shall notify the County Attorney of any new employees that it intends to assign to perform service hereunder. Violation of this provision shall be considered to be a material breach of this agreement.

b. All employees of Contractor and/or any subcontractor who perform services pursuant to this agreement shall be authorized and certified by the Texas Supreme Court to serve process pursuant to the Texas Rules of Civil Procedure sections 103(3) and 536(a)(3) prior to performing services hereunder. Contractor shall provide proof of such certification for all employees of Contractor. Said certification shall be maintained for the duration of this agreement. Violation of this provision shall be considered to be a material breach of this agreement.

c. Contractor shall assume total responsibility for the quality and quantity of all services performed and shall be responsible for communicating work requirements to its employees and/or subcontractors.

d. Contractor shall provide a telephone number, fax number, and cell phone or pager number to insure that the County Attorney has an immediate method of contacting Contractor or its employees about changes of address, recalls, or other information relevant to the process service hereunder.

3. COMPENSATION. Contractor shall be compensated in the amount of fifteen dollars (\$15.00) for each subpoena or legal paper successfully served. All billing invoices shall include the name of the individual who is the subject of the service, the court case number(s), the type of service achieved, the charge for the service, and any other information required by the El Paso County Auditor now or in the future.

4. DURATION AND TERMINATION. This contract shall be in full force and effect from May 1, 2011, through April 30, 2012, regardless of its date of execution, and may be extended for one additional year at the option of the County. Either party may terminate this contract with or without cause upon 30 days written notice. Breach of any obligation to be performed by Contractor shall constitute a breach of the entire contract and give the County the right to immediately terminate the contract.

5. INDEPENDENT CONTRACTOR. Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor. The County shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract.

6. INDEMNIFICATION. Contractor shall indemnify, defend and hold the County and its officers, agents, volunteers and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this contract, which are the result of tortious and/or unlawful act(s) or omission(s) of the Contractor or the Contractor's agents or employees. Contractor shall give the County reasonable notice of any such claims or actions. Contractor shall use legal counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this contract.

7. INSURANCE. Contractor shall maintain commercial general liability and errors and omissions insurance covering the services to be performed under this contract. The limits of coverage shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Contractor shall maintain automobile insurance as required by law. Written proof of insurance shall be provided to County upon request.

8. LAW GOVERNING CONTRACT. For the purpose of determining the place of contract and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

9. AVAILABILITY OF FUNDING. The validity of this contract is contingent upon the availability of funding in the County's budget.

10. ENTIRE AGREEMENT. This written contract constitutes the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

11. SEVERABILITY. If any part of this contract is held to be unenforceable, the rest of

the contract shall continue in full force and effect to the extent that it substantially reflects the agreement contemplated by the parties.

12. WAIVER. No part of this contract shall be waived except by written waiver signed by the waiving party. Forbearance shall not constitute a waiver.

13. ASSIGNMENT OR SUBCONTRACT. The services provided pursuant to this contract shall not be assigned or subcontracted in whole or in part without the express written consent of the County.

14. NOTICES. Notices required herein shall be sent, postage prepaid, to the following:

COUNTY: Joe M. Gonzalez
First Assistant County Attorney
500 E. San Antonio
Room 503, County Courthouse
El Paso, Texas 79901

CONTRACTOR: Arnold Davis
State Line Process Service
2115 E. Yandell
El Paso, Texas 79903

IN WITNESS WHEREOF, the parties execute this agreement on the 11th day of July, 2011.

ATTEST:


County Clerk

COUNTY OF EL PASO
By 

County Judge Veronica Escobar

Approved as to form:


Assistant County Attorney

CONTRACTOR:


Arnold Davis
d/b/a Stateline Process Service