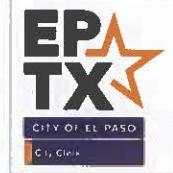


CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM



DEPARTMENT: El Paso Police

AGENDA DATE: 1/20/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Assistant Chief J. F. Briones #1609

PHONE NUMBER: 915-212-4304

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 2- Set the Standard for a Safe and Secure City

SUBGOAL:

2.1 Maintain Standing as one of the nation's top safest cities.

SUBJECT:

Discussion and action on a resolution authorizing the City Manager or designee to ratify the outstanding invoice owed to Goldbelt Security LLC totaling \$50,000.00 relating to services rendered to the El Paso Police Department for Hicks Police Training and to sign any related paperwork to pay the outstanding invoice and authorize any budget transfers necessary to effectuate the payment of the outstanding invoice.

BACKGROUND / DISCUSSION:

On November 1, 2022 the City of El Paso, El Paso Police Department, and Goldbelt Security LLC (also known as Hicks Police Training, HPTS), entered into a contract in which Goldbelt Security LLC is compensated an aggregated amount not to exceed \$100,000.00. On November 1, 2024 and amendment was implemented extending the duration of the contract for one year beginning November 1, 2024 to October 31, 2025. There are outstanding invoices that are owed to Goldbelt in the amount of \$50,000.00 for the service period of September 2024 to August 2025 for instructor recertification, original officer certifications, recruit certifications, and train the trainer courses.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On November 1, 2022 the City of El Paso, El Paso Police Department, and Goldbelt Security LLC (also known as Hicks Police Training, HPTS), entered into a contract in which Goldbelt Security LLC is compensated an aggregated amount not to exceed \$100,000.00. Duration of the contract was from November 1, 2022 through October 31, 2024. On November 1, 2024 and amendment was implemented extending the duration of the contract for one year beginning November 1, 2024 to October 31, 2025.

AMOUNT AND SOURCE OF FUNDING:

\$50,000.00 - General Funds 321-1000-21000-522150

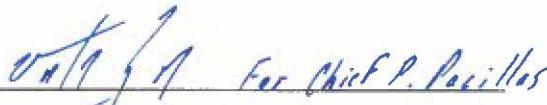
REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*******REQUIRED AUTHORIZATION*********DEPARTMENT HEAD:**

Exec. A/C Victor Zarur #1515



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on November 1, 2022, the City of El Paso, El Paso Police Department and Goldbelt Security, LLC (also known as Hick Police Training, HPTS), entered into a contract in which Goldbelt Security, LLC is compensated in an aggregate amount not to exceed \$100,000.00 over two years beginning November 1, 2022 and terminating on October 31, 2024 for general consulting services and general expert services in association with the El Paso Police Department on civil rights lawsuits; and

WHEREAS, on November 1, 2024, an amendment was implemented extending the duration of the contract for one year beginning November 1, 2024 through October 31, 2025; and

WHEREAS, there are outstanding invoices that are owed to Goldbelt in the amount of \$50,000.00 for the service period of September 2024 to August 2025 for instructor recertification, original officer certifications, recruit certifications and Train the Trainer courses.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. **THAT** the City Council ratify the outstanding amount of \$50,000.00 associated with the costs relating to the services provided by Goldbelt Security, LLC,
2. **THAT** the City Manager or designee be authorized to sign any related paperwork to pay the outstanding invoices and authorize budget transfers necessary to effectuate the payment of the outstanding invoices.

APPROVED this _____ day of _____ 2026.

(Signatures continue on the following page)

(Signature page)

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

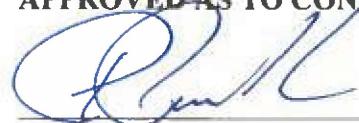
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas
Chief of Police Department

**THE STATE OF TEXAS) FIRST AMENDMENT TO PROFESSIONAL
COUNTY OF EL PASO) SERVICES CONTRACT**

This First Amendment to the Professional Services Contract ("First Amendment") is made on 18 October , 2024 and is between the City of El Paso, a municipal corporation under the laws of the State of Texas (the "City") and Goldbelt Security LLC, also known as Hicks Police Training (HPTS) ("Contractor")

WHEREAS, on October 26, 2022, the City and the Contractor entered into a Professional Services Contract (the “Contract”) for a duration of 2 (two) years; and

WHEREAS, per Section 10 Amendments of the Contract, this contract may be extended, renewed or otherwise amended at any time with written consent of the parties; and

WHEREAS, the parties wish to amend the Contract to address changes in Section 6 Duration of Contract.

NOW, THEREFORE, the City and Contractor agree as follows:

1. Section 6. Duration of Contract is amended to read as follows:

This Contract shall be in full force and effect for one (1) year beginning November 1, 2024 through October 31, 2025, with one (1) year option to extend for one (1) year.

2. Except as expressly amended by this First Amendment, the Agreement remains in full force and effect as written therein

[Signatures begin on the following page]

THE STATE OF TEXAS)
COUNTY OF EL PASO)

FIRST AMENDMENT TO PROFESSIONAL
SERVICES CONTRACT

CITY OF EL PASO:

Mario M. D'Agostino
Dionne Mack Mario M. D'Agostino Deputy City Manager
City Manager
Date signed: 10/21/2024

APPROVED AS TO FORM:

E Gutierrez
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

P. Pacillas
Peter Pacillas, Chief
El Paso Police Department

CONTRACTOR:
GOLDBELT SECURITY, LLC

Name: William R. Jarvis
Title: President
Date: 18 October 2024

RECEIVED

By City Clerk's Office at 4:20 pm, Oct 26, 2022

STATE OF TEXAS §
COUNTY OF EL PASO § PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (“Contract”), made on behalf of the **CITY OF EL PASO** (“City”) and **GOLDBELT SECURITY, LLC**, also known as **HICK POLICE TRAINING (HPTS)** (“Contractor”), witnesseth:

1. **HIRING OF CONTRACTOR.** The City hereby hires Contractor as a consultant to perform the following limited services under the terms and conditions hereinafter stated, and Contractor hereby agrees and accepts to perform such services:

(a) Contractor shall perform general consulting services to assist the management team of the City of El Paso Police Department ("Department"), as directed by the Department regarding general law enforcement best practices analysis, police officer training and management development, and such other services as may be deemed necessary by the Department on behalf of the City, and as agreed upon by the parties.

(b) Contractor shall also provide general expert services in association with the Department on civil rights lawsuits.

(c) Contractor will complete said activities under the direction and management of Lewis R. Hicks (HTPS). Lewis R. Hicks will be the primary participant for the Contractor, but other members will be allowed to participate in the activities listed under the Contractor as deemed necessary by the parties.

(d) Contractor shall be compensated in the amount of \$250.00 per hour for the services outlined in this Contract, plus travel expenses. From November 1, 2022 through October 31, 2023, the City shall pay Contractor an amount not to exceed \$50,000.00. From November 1, 2023 through October 31, 2024, the City shall pay Contractor an amount not

to exceed \$50,000.00. In no event shall the City pay Contractor an aggregate amount exceeding \$100,000.00 over the twenty-four months of this Contract. Contractor must maintain complete and accurate records for reimbursement for services performed in accordance with this Agreement. Travel expenses, including meals and lodging, will be reimbursed by the City upon provision of invoices showing such expenses. The mode of travel whenever feasible shall be by commercial carrier air travel, and shall be the most economical available, but in any event shall never exceed coach fare by air. The City of El Paso will not reimburse for air travel expenses in excess of standard coach or economy fares. Reimbursement for automobile mileage shall not exceed the amount per mile deductible under the Internal Revenue Code as a business expense.

2. **LOCATION OF PERFORMANCE.** Such services shall be performed in the City and County of El Paso, State of Texas.

3. **COMMENCEMENT OF WORK.** This contract shall be effective November 1, 2022.

4. **PROOF OF CITIZENSHIP.** Contractor agrees to comply with the Immigration Reform and Control Act. Contractor agrees to complete all necessary forms or documents, including Form I-9, and to provide proof of United States citizenship or lawful residency and work status within three (3) days of execution of this contract.

5. **INDEPENDENT CONTRACTOR.** The Contractor understands and agrees that it will be an independent contractor. Hence, except as may be expressly and unambiguously provided in this contract, no partnership or joint venture is intended to be created by this contract; nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives is intended

by this contract. As an independent contractor, Contractor understands and agrees that it will be responsible for its respective acts and omissions, and the City, including the Department, shall in no way be responsible as an employer to the Contractors, its employees, officers, agents or representatives who perform services in connection with this contract.

6. **DURATION.** This Contract shall be in full force and effect for twenty-four months beginning November 1, 2022 and terminating October 31, 2024.

7. **TERMINATION AND NOTICE.** Any party may terminate this contract by giving the other party thirty (30) days written notice. Should the City or Department have cause to terminate this contract, said contract may be terminated immediately upon notification to the Contractor of the cause for termination. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the other party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this contract. Except as otherwise provided, all duties and obligations of the parties shall cease upon termination or expiration of this contract.

Notices required herein shall be mailed, certified mail, return receipt requested to the following:

CITY OF EL PASO: Office of City Attorney
Attn: City Attorney
300 N. Campbell
El Paso, Texas 79901

Copy to: El Paso Police Department
Attn: Chief of Police
911 N. Raynor
El Paso, Texas 79903

CONTRACTOR: Goldbelt Security, LLC
Hicks Police Training
601 Pilot House, Dr. Suite 400
Newport News, VA 23606

8. **LAW GOVERNING CONTRACT AND VENUE.** This contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

9. **FUNDS & PAYMENT.** This contract for professional services is contingent on available funds. Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the El Paso Police Department. Late Payment fees will incur at the State of Texas statutory rate.

10. **AMENDMENTS.** This contract may be extended, renewed or otherwise amended at any time by the mutual written consent of the parties. No modification of this contract or waiver of the terms or conditions shall be binding upon either party unless approved in writing by each party.

11. **ASSIGNMENT OR SUBLETTING.** This contract shall not be assigned or sublet in whole or in part.

12. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the parties relating to the terms and conditions of this contract. Unless expressly stated, this contract confers no rights on any person(s) or business entity(s) that is not a party hereto. Further, this contract may be amended pursuant to the terms stated above.

13. **SEVERABILITY.** All agreements and covenants contained in this contract are severable. Should any term, condition or provision of this contract be declared invalid by a court of competent jurisdiction, the parties intend that all other terms, conditions and provisions of this contract should be valid, binding and have full force and effect as if the invalid portion had not be included.

14. **WARRANTY OF CAPACITY TO EXECUTE CONTRACT.** The person signing this contract on behalf of Contractor warrants that he/she has the authority to do so and to bind Contractor to this contract and all the terms and conditions contained herein.

(Signatures Follow on Next Page)

RECEIVED

By City Clerk's Office at 4:20 pm, Oct 26, 2022

IN WITNESS WHEREOF, the parties hereto execute this Contract.

THE CITY OF EL PASO


FOR Mario M. D'Agostino Mario M. D'Agostino Deputy City Manager
Tomás Gonzalez
City Manager

APPROVED AS TO FORM:


Eric Gutierrez
Eric Gutierrez
Assistant City Attorney

APPROVED AS TO FORM:


Gregory K. Allen
Gregory K. Allen
Chief of Police

CONTRACTOR:

**GOLDBELT SECURITY, LLC
HICKS POLICE TRAINING**


Bill Jarvis Acting
Bill Jarvis
President