



Security Services Agreement

This Agreement is dated: February 14, 2024

Agreement is between:

Security Reconnaissance Team, LLC

3401 Custer Rd, Ste 140
Plano, TX 75023
Lic # B26266001

and

City of Killeen

101 N. College St.
Killeen, TX 76541

The purpose of this Agreement is to set forth the understanding of the parties and state the terms and conditions under which Security Reconnaissance Team, LLC dba SRT Security will furnish personnel and services, which shall include, by way of example and not limitation, security officers and related supervisory personnel to provide security protection for the Clients premises and contents (collectively known as the "Protected Premises") located as specified in Exhibit A.

A. Personnel and Services

- a. SRT Security shall furnish personnel to provide security services for the Protected Premises. The exact number of personnel, principal post and hours of duty shall be set forth in the security services schedule as determined by the client.
- b. All personnel furnished to Client by SRT Security are the employees of SRT Security, and are subject to the direct supervision and control of SRT Security, which shall have the sole responsibility for paying all such personnel's wages, expenses, taxes, and insurances as applicable.
- c. The compensation paid to SRT Security by the Client shall be for services of qualified, efficient and discreet employees of SRT Security, performed in accordance with security industry norms. Any special or additional services required by the Client must be communicated to SRT Security in writing by the Client, and SRT Security shall have no obligation to provide any such special or additional services unless and until the parties shall agree to the compensation to be received by SRT Security by the Client therefore.

- d. SRT Security supervisors who are responsible for the direct supervision of personnel shall be available at all reasonable times to report and confer with the Client and/or Client's designated agents.
- e. If for any reason whatsoever the Client believes that any employee of SRT Security is not properly carrying out his or her duties the Client must immediately inform the SRT Security office. Upon receipt of such notice from the Client, such employee or employees will promptly be removed by SRT Security from the Protected Premises and replaced by a substitute employee or employees.

B. Service Period

- a. SRT Security provides services on a permanent and temporary basis. Services shall be determined as permanent or temporary as set forth in Exhibit A.
- b. The term of the agreement will be for one (1) year with two (2) additional one-year terms if both parties agree in writing at least thirty (30) days before the end of the initial or any subsequent term. Services called for under this Agreement may be terminated in writing by either party. Client may discontinue service prior to the 30 days but will be responsible for the normal billing charges for the remainder of the 30-day notice period. Notwithstanding anything herein to the contrary, Client may immediately terminate any such permanent or temporary security, if it is determined by the Client that the security has acted in an unlawful manner; or in a manner which violates Client's rules, ordinances or code of conduct.
- c. SRT Security shall have the right to immediately suspend any or all of its services, remove any or all personnel, and terminate this agreement without notice to Client in the event of any of its personnel are subjected to threat-either real or perceived-of injury to person, or imminent bodily harm, or death.
- d. Suspension of service and removal of personnel may result due to failure to pay SRT Security in a timely manner.

C. Fees for Service

- a. HOURLY RATE. The minimum shift for personnel shall be 6 consecutive hours. Client shall pay SRT Security the hourly rate set forth in Exhibit A, for each personnel furnished to perform the services provided for by this Agreement, plus any additional fees or rates, as agreed upon between Client and SRT Security. Any type coverage required without at least 48-hour notice or added while on site will be billed at the overtime hourly rate.
- b. OVERTIME HOURLY RATE. Overtime hourly rates will be charged at one- and one-half times the standard hourly rate set forth in Exhibit A unless waived by SRT Security.
- c. HOLIDAY HOURLY RATE. A holiday hourly rate of one and one half times the standard hourly rate set forth in Exhibit A, shall be paid to SRT Security for each person furnished for services performed on each of the following holidays: New Year's Eve; New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; Christmas Eve; and Christmas Day.
- d. COURT RATE. The hourly rate for any time spent by any SRT Security employee for attendance at or in connection with the preparation of any legal proceeding related to the Protected Premises shall be one- and one-half times the standard hourly rate, plus any overtime or holiday rates that may apply.
- e. INVOICING. Client will be furnished with a monthly invoice equal to 100% of the contracted hours for providing security for the Protected Premises. Client agrees to pay all amounts due no later than the terms set forth in Exhibit A. Interest shall accrue on all invoices outstanding and unpaid. Interest shall be assessed at the annualized rate of ten percent (10%) commencing on

the last day of the month the invoice is due and continuing until the date payment is received in full by SRT Security.

- f. EMERGENCY COVERAGE. Any service contracted by the Client with less than 48 hours' notice will be billed at the agreed upon overtime hourly rate.

D. Changes to Service Parameters

- a. Client may request a change of any for the forgoing parameters at any time upon timely written request to the SRT Security office, or in the event of an emergency situation upon oral request to the SRT Security office which shall then be memorialized in a subsequent written acknowledgment by Client.
- b. Any Client-requested change to a fully executed Agreement may result in additional charges to Client for the time and effort expended by SRT Security to accommodate each such Client-requested change. SRT Security may advise Client of the anticipated additional cost to Client to make each change, and obtain Client's agreement to pay such additional cost before SRT Security is to make requested change.
- c. In the event of any requested modification of one or more of the foregoing parameters, SRT Security shall use its best efforts to comply with Client's request but SRT Security shall not be responsible for any economic, real property, or other losses or damages of any kind suffered by Client or any third party in the event SRT Security fails or declines to comply with any Client requested changes.

E. Right to Terminate

- a. If Client fails to pay any invoice within the terms set forth, SRT Security shall be free at any time thereafter, at SRT Security sole option, and with only oral communication (e.g. by telephone, in person, etc.) to Client or its agents of effective date and time, to suspend performance of services and remove its personnel from the Protected Premises until such time as all outstanding balances, including any interest and penalties that may accrue thereon, are paid in full.
- b. Suspension of service and removal of personnel shall in no way relieve Client of its obligation to pay all outstanding balances, interest and penalties that have accrued up to the time of suspension and removal.
- c. Client acknowledges and agrees that such oral communication shall be deemed adequate notice of suspension of services and removal of personnel. SRT Security may memorialize in writing its oral notification to Client, but shall not specifically be obligated to do so either before or after suspending service and removing its personnel.
- d. Client further and specifically acknowledges and agrees that it will indemnify and hold SRT Security harmless for any and all economic losses and physical damage to the Protected Premises and/or the property of third parties located thereon which may occur as a result of suspension of service and removal of personnel.

F. Limitation of Liability for Loss

- a. The parties acknowledge that SRT Security has been retained to provide services to Client as a deterrent against loss and/or damage from criminal and/or other prohibited

acts on or about the Protected Premises, and not as an insurer against all or any such loss or damage.

- b. It is further acknowledged by the parties that the amounts payable to SRT Security under this Agreement are based upon the value of the services rendered and are unrelated to the value of the Client's property, both real and personal, or the property of third parties located in or about the Protected Premises. Client therefor acknowledges and agrees that SRT Security is making no guarantee or warranty-either expressed or implied-that its services will absolutely avert and/or prevent all or any loss or damage to the Protected Premises.
- c. All parties agree they will hold harmless and indemnify each other, its employees, officers, agents, and assignees against all losses and damage to all parties as a result of any and all occurrences and/or conditions on or about the Protected Premises beyond either parties reasonable control.

G. Restrictions of Hiring SRT Security Personnel

- a. Client acknowledges that the personnel furnished by SRT Security to provide security services for the Protected Premises were identified and furnished to Client through the efforts of SRT Security. Client therefor agrees that it will not, either during the term of this Agreement and for a period of two (2) years following termination of this Agreement for any reason by either party, hire, contract with or otherwise employ as Client's own employee or as an independent contractor, any of the persons who performed services in carrying out the terms of this Agreement.
- b. Should Client wish to hire, contract with or otherwise employ such personnel, Client shall offer to tender a finder's fee of five thousand dollars (\$5,000.00) to SRT Security to obtain SRT's release of the restriction on hiring set forth in paragraph a of this section. Client acknowledges, however, that SRT Security is under no obligation to accept such finder's fee, and may, in SRT's sole discretion, accept, decline or waive payment of the fee. A declination of the finder's fee without waiver shall have the effect of continuing the time restriction of paragraph a of this section in full force and effect.

H. Miscellaneous Provisions

- a. **APPLICABLE LAW.** This Agreement shall be construed under and in accordance with the laws of The State of Texas exclusively in the County of Bell wherein services specified by this Agreement is performed.
- b. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, and their respective agents as permitted by this Agreement. Each party to this Agreement warrants and represents to the other that the signatories below are agents of the party on whose behalf he or she is signing and are authorized to execute this Agreement on such party's behalf.
- c. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- d. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, the remainder of this Agreement shall be construed as valid in its entirety.

- e. ATTORNEYS' FEES. The Prevailing Party shall be entitled to its reasonable attorneys' fees and expenses in the event that it is the successful party in any such action at law or in equity brought by either party to enforce or interpret the provisions of this Agreement.

Security Reconnaissance Team, LLC

City of Killeen

(Client Company Name)

Bryan Bunch / Vice President

Print Name/Title

Kent Cagle, City Manager

Print Name/Title

Bryan Bunch

Signature

Signature

1/8/2024

Date

Date

EXHIBIT A

CLIENT CONTACT INFORMATION

COMPANY: City of Killeen

NAME: Deanna Frazee

ADDRESS: 205 E. Church Ave.

Killeen, TX 76541

EMAIL: dfrazee@killeentexas.gov

PHONE #: (254) 501-8995

BILLING CONTACT INFORMATION

COMPANY: City of Killeen

NAME: Lisa Ramirez

ADDRESS: 205 E. Church Ave.

Killeen, TX 76541

EMAIL: lramirez@killeentexas.gov

PHONE #: (254) 501-8994

PROTECTED PREMISES INFORMATION

NAME OF JOB SITE: Killeen Public Library - Main Library

ADDRESS OF JOB SITE: 205 E. Church Ave., Killeen, TX 76541

START DATE:

HOURS OF SERVICE: Mon, Wed, Fri, Sat 8 AM-6:15 PM; Tue, Thurs 8 AM-7:15 PM

SCOPE OF WORK: Responsible for deterring, observing, and reporting suspicious activities or vandalism, hazardous conditions that may be present, as well as other activities as directed by the Client.

TERM OF AGREEMENT

The term of the agreement will be for one (1) year with two (2) additional one-year terms if both parties agree in writing at least thirty (30) days before the end of the initial or any subsequent term.

BILLING RATE(S)-SERVICES ARE SUBJECT TO SALES TAX UNLESS PROVIDED A TAX EXEMPTION FORM

[Category]	[Rate]	[Quantity]
Armed Security Officer(s)	\$ 31.50 Per Hour/Per Officer	63.5 Hours Per Week
	\$	
	\$	
BILLABLE EQUIPMENT DESCRIPTION:	None	

PAYMENT METHOD:

CHECK:

ACH:

☐
☒

CREDIT CARD:

WIRE TRANSFER:

☐
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EMERGENCY CONTACT LIST-CONTACT WILL BE MADE IN ORDER LISTED

NAME: Deanna Frazee PHONE #: (254) 291-9566 EMAIL: dfrazee@killeentexas.gov

NAME: Amy Gibson PHONE #: EMAIL: agibson@killeentexas.gov

PAYMENT TERMS

CLIENT WILL BE INVOICED: Monthly

DEPOSIT TERMS: n/a

PAYMENT IS DUE IN FULL WITHIN Net 30 DAYS OF INVOICE DATE

Security Reconnaissance Team, LLC

Bryan Bunch / Vice President

(Print Name & Title)

Bryan Bunch

(Signature)

1/8/2024

(Date)

City of Killeen

(Company Name)

Kent Cagle, City Manager

(Print Name & Title)

(Signature)

(Date)

CLIENT INITIALS