

SECURITY SERVICE AGREEMENT [TEMPLATE]

This **AGREEMENT**, effective 12:01 a.m., _____ is between, [*Insert Company Name*], hereinafter referred to as the "Owner" and _____, hereinafter referred to as the "Contractor."

GENERAL

1. Contractor agrees to furnish security service for the protection of all persons and personal and real property now or hereafter owned, leased, or possessed by the Company in the building (community) located at _____, against vandalism, theft, trespass, fire, and any other events detrimental to the safety and security of such property and persons. The specific number of Security Officers, the principal posts and hours of duty, shall be agreed upon between the Company and the Contractor, as described in the attached Statement of Work.
2. Contractor further agrees to furnish Security Officers to provide such security service completely outfitted with all uniforms and necessary equipment.
3. Such Security Officers will be employees of the Contractor, and the Contractor will pay all salaries and expenses of, and all federal Social Security taxes, federal and state unemployment and income taxes, and any similar taxes relating to such employees.
4. Contractor shall maintain, during the term of the Agreement, insurance of the kind described in Attachment 1. The insurance policies shall be non-cancelable except on fifteen (15) days written notice to the Company. Certificates evidencing such insurance shall be delivered to the Company prior to _____ (date), and thereafter as the applicable insurance policies are renewed.
5. Without limiting responsibility of the Contractor for the proper conduct of the Security Officers and the protection of the specified persons and property, the conduct of the Security Officers is to be guided by the Security Officer Orders as agreed upon between the Company and the Contractor and such other special written instructions applicable to the services as may be issued by the Company from time to time through its authorized representatives. A copy of all such instructions will be provided to the Contractor.

PHYSICAL AND TRAINING STANDARDS

1. Acceptability of a Security Officer for service at the Company will be governed by the following conditions:
 - a. Individuals proposed for assignment as Security Officers will have at least one (1) year of prior satisfactory employment in a similar capacity; those proposed for supervisory service will have at least two (2) years of prior satisfactory employment as a Security Officer.
 - b. Prior to acceptance, an authorized representative of the Company must interview any person proposed for assignment.
 - c. Action in (b) above will be in addition to such screening and investigation done by the Contractor, the results of which are to be reported to the Company. A copy of the Contractors employee employment application shall be furnished to the Company.
 - d. Individuals proposed for assignment as Security Officers must be in good general health without physical defects or abnormalities, which would interfere with the performance of normal duties. Each Security Officer must meet the following physical standards:
 - (1) Possess binocular vision, correctable to 20/30 (Snellen).
 - (2) Able to discriminate among standard colors.
 - (3) Capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet with each ear.
 - (4) Able to perform normal or emergency duties requiring moderate to arduous physical exertion such as:
 - (a) Standing or walking for an entire shift
 - (b) Climbing stairs and ladders.
 - (c) Lifting or carrying objects weighing up to 50 pounds. The Security Officer may be required to help lift or transport up to 200 pounds if a person is sick or injured during an emergency.
 - (d) Running for short distances.
 - (e) Self defense.
 - (5) Physical fitness is to be evidenced by a medical examination conducted

within ninety (90) days prior to entry on duty. An annual medical examination must be made of each individual Security Officer within thirty (30) days of the anniversary date of the previous examination. A copy of the medical certificate for each Security Officer stating that he or she meets the above minimum physical conditions shall be furnished to an authorized Company representative before the assignment to the Company premises. The written consent of the Security Officer to the medical examination must accompany the medical certificate.

The final decision as to acceptability of an individual for work will rest with the authorized Company representative, as will be the right to waive any of the above requirements.

- (6) Contractor will be responsible for conducting its own labor relations with any labor organization either representing or seeking representation among Contractor employees and shall negotiate or seek to adjust all disputes that may arise. In turn, the Company agrees that, except as otherwise provided herein, the Contractor may freely enter into any contract with any labor organization lawfully representing or seeking representation among Security Officers performing duties described hereunder. No provision under such a contract or any existing contract shall obligate the Company to Contractor employees or to any union representing Contractor employees on the termination of the Agreement or at any other time. In the event that the Contractor has knowledge that an actual or potential labor dispute prevents or threatens to prevent timely performance under this Agreement, an immediate notice, including all relevant information concerning the dispute, shall be sent to the authorized Company representative.
- (7) Prior to assignment to duty as a Security Officer, each individual will have at least twenty-four (24) hours of classroom training and sixteen (16) hours of supervised on-the-job training. Training shift assignments must be approved by the authorized Company representative. Before serving in a supervisory position, an individual must have at least twenty-four (24) hours of supervised training in the operation of the Security Control Center and must be fully qualified to perform all of the duties of that position. All such training will be at the Contractor's expense, as will be any refresher training program proposed by the Contractor. Classroom training provided by the Contractor will, in addition to training mandated by any state or local law, ordinance or regulations include the following:
 - (a) Patrol techniques and procedures.
 - (b) Visitor and vehicle access control.

- (c) Crime prevention.
 - (d) Incident and patrol report preparation.
 - (e) Use and maintenance of physical security equipment.
 - (f) Security inspections.
 - (g) Hazardous materials response techniques.
 - (h) Company and facility policies.
 - (i) Fire prevention and suppression.
 - (j) Legal authority, crimes and offenses.
 - (k) Priorities and policy about use of force.
 - (l) Basic emergency first aid procedures.
 - (m) Reporting incidents to emergency services.
 - (n) Interpersonal and public relations.
- (8) Armed Security Officers are not to be used except with the prior written agreement of both the Company and the Contractor. In such unusual circumstances where an armed Security Officer(s) are used, the contractor shall qualify each Security Officer required to be armed at the beginning of the contract period in the use of firearms using the Contractor furnished .38 caliber service revolver and qualification standards. Prior to the first shift of an armed Security Officer, the Contractor will provide the Company with a written record of each Security Officer's firearm qualification standards.
- (9) Following initial firearms qualification by the Security Officer required to be armed, the Contractor shall provide written certification to the Company's representative once every six (6) months, indicating that each Security Officer has met or exceeded the Company furnished qualification standards during the six month certification period.
- (10) At the end of each six (6) month period following the beginning of the contract period, the Contractor will certify to the Company's representative that each Security Officer at the facility has receive a minimum of twelve (12) hours of periodic training in the areas specified

in paragraph 7, above, exclusive of firearms qualification, during the six (6) month certification period.

- (11) Any specialized training proposed will be compensated by the Company at a special base training rate applicable to all Contractor personnel. The Contractor agrees to pay any amount in excess of this base training rate.
- (12) Contractor agrees to provide continuity of service and accepts the responsibility of providing service for the safety and security of the facility, property, equipment, material, and personnel during any strike, threatened strike, work stoppage or other interference with normal Company operations. Security Officers will continue to report for duty, remain at their posts until properly relieved and discharge their duties in the regular manner. In addition, Security Officers will perform such other safety and security duties as determined to be necessary and proper under the circumstances by the authorized Company representative. If the Contractor fails to provide continuity of service, then the Company may hire Security Officers from another Contractor for the duration of the contingency situation. Any additional costs incurred by the Company as a result of such action will be billed to and paid by the Contractor.
- (13) Contractor agrees that the security service provided by this Agreement shall be performed by qualified, careful, and efficient employees of the Contractor in the strictest conformity with best practices, and in accordance with such standards as may be prescribed from time to time. Contractor further agrees that, upon request, with or without cause, Contractor will remove from service hereunder any employee(s) who, in Company's unrestricted opinion, may be guilty of improper conduct or is not qualified or needed to perform the work assigned. It is further agreed that Contractor shall immediately replace any of its employees so removed if directed to do so.
- (14) Contractor personnel will operate special equipment in the Security Control Center provided and maintained by the Company. The cost to repair any damage to such equipment beyond the scope of normal wear and usage will be the responsibility of the Contractor, and the next following invoice submitted will reflect a credit of such amount.
- (15) Unannounced daily inspections of the Security Control Center shall be conducted at least once between 1800 hours and 0600 hours of the following day by a non-resident supervisor of the Contractor. A "Security Officer's Daily Report" will be completed at the conclusion of each inspection and left in a sealed envelope for the authorized Company representative. Contractor supervisory personnel may not enter Company property beyond the Security Control Center for purposes of

inspection without the prior authorization of an authorized Company representative except in a bonafide emergency.

- (16) Contractor personnel shall make no arrests or detentions without the express consent or written instructions from the authorized Company representative unless otherwise specified in the written General or Special Orders. Security Officers shall not sign a complaint on behalf of the Company and any request for a signed complaint by a law enforcement agency must be referred to the authorized Company representative.
- (17) Contractor agrees to prepare and submit Security Officer work shift schedules to the authorized Company representative at least five (5) working days before the effective date of implementation. Changes or substitutions in the work shift schedule will not be made without prior notification to the Company except in a bonafide emergency.
- (18) Contractor agrees to hire all Security Officers with the clear understanding that they will be required to rotate shifts at a frequency no greater than six (6) weeks. Permanent shift assignments may not be made without the advance approval of the authorized Company representative.

EQUIPMENT

1. Contractor will provide and maintain the following items on a lease purchase basis (12 months) as agreed in Section 11 of Attachment 3.
 - a. One (1) Detex watchclock and twenty-four (24) keys (or acceptable type system).
 - b. One (1) three-wheeled vehicle and locking arrangements for use by Security Officers.
 - c. Two (2) "Handi-Talkie" type radios for patrol communications.
2. Company will supply one (1) set of master keys as needed for use by Contractor personnel. These keys are not to be duplicated or removed at any time from the premises. Should a set of keys be lost or should it be shown that duplication of keys provided has occurred, Contractor agrees to reimburse Company for the cost of rekeying all exterior looks, doors, gates, etc., to the facility.

COMPENSATION

1. Contractor personnel assigned to work shall be compensated as indicated in Attachment 2 in addition to the fringe benefits similarly set forth. Further, the following limitations shall apply with regard to the working conditions of assigned personnel.
 - a. Full-time personnel shall not work at any other Contractor serviced locations while assigned to Company facilities.
 - b. They shall not be required to work more than twelve (12) continuous hours in one (1) shift.
 - c. They shall not be required to work more than forty-eight (48) hours during a normal work week unless the necessity for such assignments can be justified to the satisfaction of the Company.
2. Downward Adjustment of Charges

Upon the occurrence of any of the acts or omissions listed below, there shall be an equitable downward adjustment of the Contractor's charges to fairly reflect the reduced value of the services provided. This downward adjustment shall be determined by mutual agreement of the contracting parties.

Pending final agreement on the amount of such downward adjustment, the Company may deduct from the monthly billing the sum of two times the hourly bill rate. For example, if the hourly bill rate is \$50, the Company may deduct \$100 for each occurrence, per day, per incident. If no mutual agreement is reached within two (2) months after the deduction is made, the amount actually deducted by the Company shall be deemed acceptable to both parties.

In every instance, the Contractor shall be provided with advance written notification of the Company's intent to make a penalty deduction. This section will apply to the following acts or omissions:

- a. Failure to provide the number of Security Officers required for each post and each shift as specified in the Statement of Work.
- b. Failure to assign trained substitute Security Officers as replacements.
- c. Allowing a Security Officer to work in excess of twelve (12) hours in any twenty-four (24) hour period or more than forty-eight (48) hours in a work week, without the written consent of the authorized Company representative.

- d. Failure to maintain complete records of all hours worked by each employee assigned.
- e. Failure to pay each employee the minimum amount specified in the Agreement.
- f. Adjusting the pay scale of an employee either upward or downward without prior notification to the authorized Company representative.
- g. Failure to produce documentation concerning pre-employment medical screening and investigation prior to assignment.
- h. Failure to assign a properly dressed and equipped Security Officer.
- i. Failure to replace any employee within eight (8) hours upon request.
- j. Failure to perform the training specified under the heading "Physical and Training Standards" before assignment.
- k. Failure to furnish all equipment and material necessary for the performance of services as specified under this Agreement.

Nothing in this section shall limit the right of the Company to seek legal remedies in the event Contractor non-performance results in actual damage exceeding the amount withheld from billing. Any failure on the part of the Company to require performance of the provisions of this section shall in no way affect the right of the Company to enforce the provisions on subsequent occurrences.

SHORT-TERM SUPPLEMENTAL SERVICE

1. In emergencies, additional Security Officers, up to five (5) in number are to be provided within four (4) hours notification, and further reasonable numbers of personnel as required within eight (8) hours thereafter. If the Company must fill this need from other sources because of non-responsiveness by the Contractor, any costs in excess of that which would be due to the Contractor if they had met this condition, will be borne by the Contractor.
2. When supplemental manpower is required under circumstances which preclude giving four (4) hours advance notice to the Contractor of such need, the Contractor shall be compensated at the "Short-Notice Supplemental Service" rate specified in Attachment 3 for the additional manpower provided. Otherwise, such "Short-Notice Supplemental Service" shall be provided under the standard rates agreed to in Section 1 of Attachment 3, which made a part hereof.

AUDIT AND PAYMENT

1. Contractor will furnish the Company a weekly summary of hours of service provided, both regular and special, in a format acceptable to the Company. Contractor will invoice the Company on a monthly or bi-weekly basis and will mail or deliver same to such office as the Company may from time to time direct. These invoices are payable to Contractor within thirty (30) days.
2. As full compensation for the performance of its obligations hereunder, the Company will pay the Contractor in accordance with the bid rate corresponding with the compensation of the Contractor's employees actually performing the service for each hour of regularly scheduled coverage. (See Attachment 3).

PERIOD OF PERFORMANCE

This Agreement shall commence at 12:01 A.M. on _____ and shall expire at 12:00 Midnight on _____, unless previously terminated by thirty (30) days written notice by either party to the other, or unless extended by written agreement prior to such expiration date. Any extensions of this Agreement shall be subject to the same terms and conditions. All notices given by either party to the other under this Agreement shall be addressed as follows:

<u>If to Company:</u>	<u>If to Contractor:</u>
Name: _____	_____
Address: _____	_____
_____	_____
_____	_____
_____	_____

All such notices shall be **prepaid, certified, U.S. mail.**

(CONTRACTOR)

(COMPANY)

By: _____
Title: _____

By: _____
Title: _____

ATTACHMENT 1

INSURANCE

Standard Workers' Compensation and Employee Liability \$100,000

General Liability

- | | | |
|----|-----------------|-------------|
| 1. | Bodily Injury | \$1,000,000 |
| 2. | Property Damage | \$1,000,000 |

ATTACHMENT 2

EMPLOYEE COMPENSATION AND FRINGE BENEFITS (To be agreed upon and completed by the Contractor)

Employee Compensation

Security Officers	Straight time	Overtime
0-6 months of service	\$	\$
6-12 months of service	\$	\$
12-24 months of service	\$	\$
Greater than 24 months	\$	\$

Security Officer Supervisors

0-6 months of service	\$	\$
6-12 months of service	\$	\$
12-24 months of service	\$	\$
Greater than 24 months	\$	\$

Training Rate	\$	\$
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Fringe benefits:

Life Insurance

1. Pay grades to be covered:
2. Amount:
3. Contribution by employee:

Medical and Health

1. Pay grades to be covered:
2. Describe coverage:
3. Contribution of employee:

Long-Term Disability

1. Pay grades to be covered:
2. Describe coverage/compensation-.
3. Contribution by employee:

ATTACHMENT 3

CONTRACT BILLING RATE (To be agreed upon and completed by Contractor)

Contract Billing Rate (including fringe benefits and all payroll burden)

Security Officers	Straight time	Overtime
0-6 months of service	\$	\$
6-12 months of service	\$	\$
12-24 months of service	\$	\$
Greater than 24 months	\$	\$
Security Officer Supervisors		
0-6 months of service	\$	\$
6-12 months of service	\$	\$
12-24 months of service	\$	\$
Greater than 24 months	\$	\$
Training Rate	\$	\$