

Bexar County Security and Patrol, LLC

SECURITY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 24th, Day of April, 2020, by and between the client, **Texas Division of Emergency Management** and the contractor **Bexar County Security and Patrol, LLC**.

WHEREAS, **Bexar County Security and Patrol, LLC** is engaged in the business of providing security services, and

WHEREAS, the **Texas Division of Emergency Management** requires the services of a security firm for an event which it plans to hold.

NOW, THEREFORE, in consideration of the mutual promises contained herein, **Texas Division of Emergency Management** engages **Bexar County Security and Patrol, LLC** to provide security services under the following terms and conditions:

1. **Bexar County Security and Patrol, LLC** shall furnish security guard 2 Law Enforcement Officers at the premises located at 610 Lanark, Suite 135-155, San Antonio, Texas 78228. The Law Enforcement Officers will be in uniform and armed. They will provide security to persons and property at the Premises. All services shall be performed in accordance with applicable laws and ordinances.
2. The event for which security services will be provided by the **Bexar County Security and Patrol, LLC** pursuant to this Agreement will be [describe event] or which security services will be provided from April 24, 2020 to May 8, 2020, 24/7.
3. The **Bexar County Security and Patrol, LLC** shall provide two Law Enforcement Officer's 24/7 during the time period set forth in paragraph 2 above.
4. Texas Division of Emergency Management shall compensate the Bexar County Security and Patrol, LLC at the rate of Dollars \$50 per hour for each Guard on duty. Invoices shall be mailed to Bexar County Security and Patrol at the following address:

Bexar County Security and Patrol, LLC
4514 James Bowie
San Antonio, Texas 78253

An interest rate of one and one-half percent (1 1/2%) per month, or such lower maximum percentage as may be allowed by law, will be added to all invoices not paid within thirty (30) days of receipt.

5. The Law Enforcement Officers shall be employees of the **Bexar County Security and Patrol, LLC**. **Bexar County Security and Patrol, LLC** shall be responsible for the hiring, supervision, scheduling and compensation of the Law Enforcement Officers. The Law Enforcement Officers shall not for any purpose be deemed to be employees of the **Texas Division of Emergency Management**.

6. **Bexar County Security and Patrol, LLC** agrees to indemnify and hold harmless the **Texas Division of Emergency Management**, its affiliates, officers, directors, employees and agents from all liability and damages, including cost of defense and reasonable attorneys' fees, which it or they may incur as a result of injury or damages sustained by any person arising out of the negligence or misconduct of **Bexar County Security and Patrol, LLC**, its employees or agents. The liability of **Bexar County Security and Patrol, LLC** to **Texas Division of Emergency Management**, its affiliates, officers, directors, employees and agents shall be limited to One Million Dollars (\$1,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual aggregate.

7. **Bexar County Security and Patrol, LLC** shall maintain comprehensive general liability insurance on an occurrence basis, covering itself and its employees performing services pursuant to this Agreement in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual aggregate, with coverage for contractual liability. **Bexar County Security and Patrol, LLC** shall also maintain workers' compensation insurance for its employees. Prior to the performance of services pursuant to this Agreement, the **Bexar County Security and Patrol, LLC** or its insurer will provide the **Texas Division of Emergency Management** with a Certificate of Insurance showing that such coverages are in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT: Suzannah Jones

By: Suzannah Jones, TDEM Deputy Chief

Date: April 24, 2020

CONTRACTOR: Bexar County Security & Patrol, LLC

By: Carlos Lazos

Date: April 24, 2020