



CITY OF BRYAN  
*The Good Life, Texas Style.™*

**SERVICE AGREEMENT FOR  
SECURITY SERVICES AT TRAVIS BRYAN MIDTOWN PARK**

**TNT SECURITY SOLUTIONS, LLC**

This Agreement, dated \_\_\_\_\_, 2024 is between the **City of Bryan**, a Texas home-rule municipal corporation (City) and **TNT Security Solutions, LLC**, a Texas limited liability company (Service Provider). City and Service Provider (collectively, the Parties), in consideration of the mutual covenants set forth herein, agree as follows:

**1. Scope of Services**

The Service Provider agrees to provide security services at Travis Bryan Midtown Park. The services are more particularly described in the Outline of Roles, Responsibilities, and Procedures in attached **Exhibit A**.

**2. Payment**

The City shall pay the Service Provider according to the terms set forth in the Fee Schedule in attached **Exhibit B**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all services provided under this Agreement may not exceed **\$133,371.00**.

**3. Time of Performance**

A. All work and services provided under this Agreement must be completed according to the specifications described in **Exhibit A**.

B. **Term of Agreement.** This Agreement shall become effective from date of approval by the City. It shall remain in full force and effect with firm fixed prices for a period of twelve (12) months.

C. **Extension of Agreement.** The Parties shall have the option of extending this Agreement, subject to approval of funding and upon written agreement of the Parties, for four (4) additional terms to be extended twelve (12) months at a time. The renewal will be under the same terms and conditions as the original agreement.

**4. Warranty, Indemnification, and Release**

A. As an experienced and qualified Service Provider, the Service Provider warrants that the services provided by the Service Provider reflect high professional and industry standards, procedures, and performances. The Service Provider warrants that the performance of all services under this Agreement will be pursuant to a high standard of performance in the profession. The Service Provider warrants that the Service Provider will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement.

Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Service Provider, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the services provided by the Service Provider, its employees, associates, agents, or subcontractors.

B. The Service Provider shall promptly correct any defective services provided by the Service Provider at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Service Provider's services hereunder or of the scope of work itself shall in no way alter the Service Provider's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Service Provider is an independent contractor and not an agent or employee of the City. The Service Provider and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Service Provider shall be responsible for the services and the final work product contemplated under this Agreement. Except for materials furnished by the City, the Service Provider shall supply all materials, equipment, and labor required for the services to be provided under this Agreement. The Service Provider shall have ultimate control over the execution of the services. The Service Provider shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Service Provider or any of the Service Provider's subcontractors.

D. The Service Provider must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Service Provider, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. **Responsibility for damage claims (indemnification): Service Provider shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Service Provider's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Service Provider shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Service Provider's negligence.**

F. **Release.** The Service Provider releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Service Provider or its employees and any loss of or damage to any property of the Service Provider or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Service Provider negligent performance of the work. Both the City and the Service Provider expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

## **5. Termination**

A. Either Party may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the other Party. In the event of termination pursuant to this Section, Service Provider shall be compensated for the services satisfactorily performed prior to the effective termination date.

B. If, through any cause, the Service Provider fails to fulfill its obligations under this Agreement, or if the Service Provider violates any of the agreements of this Agreement, the City has the right to terminate this Agreement by giving the Service Provider five (5) calendar days' written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Agreement shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of agreement by the Service Provider. The City may withhold payments to the Service Provider for the purpose of setoff until the exact amount of damages due the City from the Service Provider is determined and paid.

## **6. Insurance Requirements**

Service Provider agrees to have and maintain the policies set forth in the insurance requirements attached as **Exhibit C**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required coverage shall be a breach of this Agreement.

## **7. Governmental Contract Requirements**

A. Service Provider must submit a disclosure of interested parties to the City in accordance with Section 2252.908 of the Texas Government Code and rules adopted under that section. The disclosure must be submitted at the time the Service Provider submits the signed contract to the City and on a form prescribed by the Texas Ethics Commission.

B. Service Provider verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

C. Service Provider verifies, to the extent permitted by law and in accordance with Section 2271.002 of the Texas Government Code, that it does not, and will not for the duration of this Agreement, boycott Israel.

## **8. Miscellaneous Terms**

A. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. Venue for any disputes arising under this Agreement shall be in the court of competent jurisdiction in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

**The City of Bryan  
Attn: Brad Stafford  
P.O. Box 1000  
Bryan TX 77808**

**TNT Security Solutions  
Attn: Travis Laco  
214 S. Magnolia St  
Hearne TX 77859**

C. No waiver by either Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Agreement represents the entire and integrated agreement between the City and the Service Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the Parties.

E. This Agreement and all rights and obligations contained herein may not be assigned by the Service Provider without the prior written approval of the City.

F. The Service Provider, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Service Provider must obtain all necessary permits and licenses required in completing the work and providing the services required by this Agreement.

G. The exhibits attached to this Agreement are incorporated herein and shall be considered part of this Agreement. In the event of any conflict or inconsistency between this Agreement and any exhibits to this Agreement, the provision of this Agreement shall prevail.

H. The Service Provider shall apply basic safeguarding requirements and procedures to protect the Service Provider's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016) as amended. Service Provider shall include the substance of this subsection in subcontracts under this agreement in which the subcontractor may have City agreement information residing in or transiting through its information system.

I. The Parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement.

**[Remainder of Page Intentionally Left Blank – Signature Page Follows]**

**CITY OF BRYAN:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas A. Leeper, City Attorney

**APPROVED FOR PROCESSING:**

\_\_\_\_\_  
Brad Stafford, Parks & Rec and Facilities Manager

\_\_\_\_\_  
Hugh Walker, Deputy City Manager

**APPROVED FOR COUNCIL:**

\_\_\_\_\_  
Kean Register, City Manager

**APPROVED:**

\_\_\_\_\_  
Bobby Gutierrez, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary L. Stratta, City Secretary

**(Service Provider - Corporate Seal)**

**SERVICE PROVIDER:**

By: Tracy Lacoq

Printed Name: Tracy Lacoq

Title: President

Date: 3/08/2024

# EXHIBIT A

## OUTLINE OF ROLES, RESPONSIBILITIES, AND PROCEDURES

1. Each Security Guard shall possess and consistently maintain current Texas Department of Public Safety's Private Security Bureau's registration and certification and be authorized to carry a firearm, if armed Security Guard has been requested.
2. Service Provider shall attempt to ensure, as much as reasonably possible, be the same Security Guard is assigned to the Location on a day-to-day basis, contingent upon availability and work schedules.
3. Security Guards will comply with Service Provider's policies and procedures, especially regarding the use of force.
4. Security Guards assigned to each Location will work a shift as described in the Fee Schedule. Within each shift in excess of five (5) hours, Security Guards may take a 30-minute lunch break, while remaining at the Location depending upon the Location's activities. While on the lunch break, Security Guards remain responsible for responding to Location activities that would require their involvement.
5. Security Guards shall wear a uniform clearly evidencing their role as a security guard for TNT Security Solutions. Patrol vehicles shall be clearly marked as security vehicles for TNT Security Solutions.
6. Security Guards shall on a reasonably appropriate basis maintain high visibility by patrolling and monitoring the Location via vehicle and foot patrol. The patrol areas at the Location shall include the parking lots, roads, trails, parks, and the exterior of the buildings within the Location, as well as such other patrol areas as the Parties may mutually agree.
7. Security Guards shall ensure the security of specified Location buildings by making reasonably appropriate checks of the locked condition of the access points to the buildings, as applicable and requested.
8. Security Guards shall provide reasonably appropriate assistance to the Location's staff, law enforcement personnel, and/or other emergency first responders in responding to and/or handling emergency situations.
9. Security Guards shall provide reasonable assistance to Location visitors including directions and obtaining appropriate identification from visitors.
10. Security Guards shall deny entry to visitors (i.e. non-employees, approved and escorted contractors, those without approval or business with City to be in restricted areas) to non-public access areas as posted, unless provided prior written direction to the contrary.
11. Security Guards shall notify the appropriate law enforcement agency, i.e. the City of Bryan Police Department, for assistance if an incident occurs at Location that is either beyond the scope of their employment as a security agent for the Location or that exceeds their ability to respond appropriately.
12. The Services shall be rendered in a professional manner consistent with quality security services, and in a manner that is courteous and polite to the public to the extent possible under the circumstances. The Services shall be rendered in accordance with applicable laws, rules, and regulations.

# EXHIBIT B

## FEE SCHEDULE

**B.1.** As full compensation for the Services, City shall pay the Service Provider the fees set forth on this Fee Schedule (the “**Fees**”) for the listed shifts (“**Shifts**”). Unless otherwise stated therein, each Shift shall be performed by one Security Guard. The Parties acknowledge that the Fees and Shifts on the Fee Schedule are listed in various categories and subject to the modifications described therein. For any addition or change to the days or hours listed on the Fee Schedule by City, including the addition of a new Shift or a change in the start or end time of an existing Shift, less than 48 hours prior to the commencement of the Shift (a “**Late Change**”), Service Provider commits only to make commercially reasonable efforts to accommodate such Late Change, and any inability to make such accommodation by Service Provider shall not be considered a breach of Service Provider’s obligations under this Agreement, nor does it relieve City of its obligation to pay any Fees for the scheduled Shift. Service Provider may attempt to accommodate a Late Change by increasing the Fees paid for the effected Shift by an amount not greater than 20%, subject to prior approval of City. For any Shifts scheduled during a federal or state holiday, Service Provider may increase the Fees by as much as 50% (the “**Holiday Rate**”), as Service Provider deems necessary, in order to find Security Guards willing to fill the Shift, subject to prior approval of City. Service Provider shall not be considered in breach of Service Provider’s obligations under this Agreement, for not filling a Shift occurring during a federal or state holiday if City rejects Service Provider’s proposed Fees increase for the Shift. The Parties may mutually agree to add days, time and/or Shifts to the Fee Schedule, with such additional days, time and/or Shifts to be paid at the Base Hourly Rate, provided, however, that if such additional days, time and/or Shifts result in a Security Guard working more than 40 hours per week, Service Provider shall increase the Fees by 50% for all such hours in excess of 40 hours per week (“**Overtime Rate**”).

**B.2.** City shall pay all undisputed Fees within 30 days after the City’s receipt of a properly submitted and documented invoice from Service Provider (“**Invoice**”). Service Provider may Invoice City up to 15 days in advance of scheduled Shifts. Failure to timely pay by City all such undisputed Fees shall result in the imposition of a late charge of 10% of the outstanding balance for each 30-day period any Fees remain unpaid after an Invoice is received by City. Service Provider may, at its sole discretion, terminate this Agreement if any Fees remain unpaid for a period of 30 days after an Invoice is received by City, upon providing written notice to City of intent to terminate at least 10 days in advance of such termination.

**B.3.** For any renewal term after the initial term, as provided herein, Service Provider shall apply an escalator to the Fees and hourly rates charged in such Renewal Term. The Fees and hourly rates will be automatically adjusted for the Renewal Term on a percentage basis to account for the percentage cost of living adjustment during the preceding completed 12 months as shown by the cumulative change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (“**CPI-W**”), produced by the United States Bureau of Labor Statistics, during such preceding completed 12-month period. Notwithstanding anything else in this Agreement to the contrary, the Fees and hourly rates shall never be decreased, nor shall any rate ever be increased more than five percent (5%) compared to the previous 12-month period prior, unless agreed otherwise in writing by the Parties.

<b>Location</b>	<b>Address</b>	<b>Base Hourly Rate Armed Security Guards*</b>	<b>Shift Hours and Days**</b>	<b>Total days per Term***</b>
Travis Bryan Midtown Park	206 W Villa Maria Rd Bryan, Texas 77801	\$40.60*	9p-6a daily**	365

*\*The Base Hourly Rate is subject to increase for a Late Change, Holiday Rate, and Overtime Rate, if applicable.*

*\*\*Additional Shifts, hours, and/or days may be added by written agreement of the Parties, subject to the Late Change and Overtime Rates.*

*\*\*\* The total days per Term may be increased by written agreement of the Parties, subject to the Late Change and Overtime Rates*

## **EXHIBIT C**

### **Insurance Requirements for City of Bryan**

Service Provider agrees to procure and maintain for the duration of this contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Service Provider, his agents, representatives, employees, or subcontractors.

If the Service Provider fails to maintain the required insurance, the City shall have the right to cancel the contract or no payments will be made to Service Provider until satisfactory evidence of insurance is received.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

**Coverage shall be at least as broad as:**

1. **Commercial General Liability (CGL).** Service Provider shall maintain CGL insurance with a limit of not less than **\$1,000,000 each occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, property damage, bodily injury, and personal and advertising injury, and liability assumed under an insured's contract.
  - 1.2 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the Service Provider's insurance.
2. **Business Automobile Liability (AL).** Service Provider shall maintain automobile liability with a limit not less than **\$1,000,000 each accident**.
  - 2.1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
  - 2.2. Coverage shall be written on ISO form CA 00 01, CA 00 08, CA 00 09.
3. **Workers' Compensation (WC).** Service Provider shall maintain workers compensation insurance with **Texas Statutory Limits** and Employers Liability insurance with a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
  - 3.1. **This policy shall be endorsed with a waiver of subrogation in favor of the City** for all work performed by the Service Provider, its employees, agents, and subcontractors.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to the City in this contract.



Self-insured retentions must be declared and approved by the City. The City may require the Service Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

### **General Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

1. **Primary Coverage.** For any claims related to this contract, the **Service Provider's insurance coverage shall be primary** insurance coverage as respects the City, its officers, officials, employees, and volunteers. There shall be no modification to make it excess over other available insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
2. **Notice of Cancellation.** Each insurance policy required shall provide that coverage **shall not be canceled, except with notice to the City**. If the City is notified a required insurance coverage will cancel or non-renew during the contract period, the Service Provider shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the City.
4. **Waiver of Subrogation.** Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of Service Provider may acquire against the City by virtue of payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Evidence of Insurance.** Service Provider shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work begins. However, failure to obtain the required documents prior to the work beginning or failure to identify a deficiency from evidence that has been provided shall not be construed as a waiver of Service Provider's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions. Service Provider shall provide certified copies of all required insurance policies within 10 days of City's written request of said copies.
6. **Subcontractors.** If the Service Provider's insurance does not afford coverage on behalf of any subcontractor hired by the Service Provider, the Service Provider shall require and verify that all subcontractors shall maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.