



**SECURITY OFFICER(S) SERVICE
AGREEMENT
STATE OF TEXAS
COUNTY OF COLLIN**

This Contract entered and between L&P GLOBAL SECURITY LLC. 16910 Dallas Parkway, Suite 208, Dallas, Texas 75248 License #B06267001, herein referred to as **Agency** and **Customer**, Terrell Independent School District, a political subdivision of the State of Texas herein referred to as **Customer(s)**.

For and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, **Agency** and **Customer** agree as follows:

- I. **Engagement.** **Customer** hereby engages the **Agency** to provide security services at the locations and hours of operations defined in Exhibit A and Exhibit B ("School Calendar") to protect the safety and welfare of its students, employees, and other persons authorized to be on **Terrell ISD** property or at **Terrell ISD** sponsored events or activities. **Customer reserves the right to change the assignment locations identified in Exhibit A upon written notice to Agency.**
 - The **Agency** will assign one (1) employee to provide security services at each campus/location identified in Exhibit A, Monday through Friday, excluding **Terrell ISD** holidays shown on Exhibit B. The provision of security services is to be a full-time commitment of **the Agency's** employees. The **Agency** shall assign a substitute employee if any employee is not able to provide security services at the campus and/or District location. Upon written request from the Superintendent or Assistant Superintendent of Operations, **Customer** may request additional employees of **Agency** to provide temporary security services at locations and hours of operations not identified in Exhibit A, subject to the terms and conditions herein.
 - **Customer** shall provide an **Terrell ISD** specific training to applicable **Agency** employees providing security services pursuant to this Contract. The training date will be mutually agreed upon by **Customer** and **Agency**, and trainees will be compensated at the hourly rate as provided herein.
 - **Agency** is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which employees are assigned to the **District** and the way **Agency** performs its services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent between **Terrell ISD** and **Agency** or any of **Agency's** agents or employees. **Agency** assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. **Agency**, its agents and employees, shall not be entitled to any rights or privileges of **Terrell ISD** employees and shall not be considered in any manner to be **Terrell ISD** employees. **Terrell ISD** and **Agency** agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.
- II. **Scope of Work.** In consideration of the employment and compensation described herein,



Agency shall perform services by providing security service(s) for a minimum of at the location(s) listed above in section 1. Employment. **Customer** understands and agrees that the security service(s) are provided only as a deterrent to crime with no implied warranties. **Customer** understands and agrees that the security industry in Texas is a regulated industry. Therefore, **Agency** as a licensed security guard company will establish and supervise the officers and procedures to be used at **Customers** property Agency shall perform all work on schedule except when prevented by force majeure events, including but not limited to strike, labor disputes, employee problems, act of God, accident, mechanical problems, and lost production hours. or other circumstances beyond their control and **Customer** agrees not to hold **Agency** liable for same.

- While performing the duties and obligations under this Agreement, Agency's employees shall be at all times, be armed, and clothed with the identification of Agency clearly visible. The employee shall provide Terrell ISD with the following services:
 - Perform security services duties in accordance with all applicable laws of the State of Texas and the Agency's policies and procedures. For purposes of this section, the employee shall be authorized to accept requests and authorizations from the Terrell ISD Superintendent or their designee, and the school's principal and any assistant principal.
 - Take such steps as are deemed advisable to secure the safety of school personnel and students by intervening in any situation in a proactive manner to preserve good order.
 - The Parties acknowledge and agree that the Agency employees are not a school disciplinarian and will not function as a monitor or supervisor of students nor will they enforce school rules of conduct. Specifically, the employees will not be a hall monitor, lunchroom supervisor, parking lot attendant or short-term substitute teacher.
- The Agency's employees shall accept orders from the Agency and from District personnel designated below. In situations in which conflict in such orders occurs, the employee shall be entitled to recognize the authority in the following order of precedence:
 - Agency Management
 - Terrell ISD Superintendent
 - Terrell ISD Chief Operations Officer
- School principal, assistant principals, in order of seniority.
- Terrell ISD agrees to provide access to student records to the extent permitted under the Family Educational Rights and Privacy Act ("FERPA") and the U.S. Department of Education's implementing rules.

III. **Terms of Service.** The term of this contract shall commence on 08/01/2025 and automatically terminate on 07/31/2026. **Customer** and **Agency** agreed that this agreement but can be terminated by either party upon the earliest of the following dates: (a) Thirty (30) days written notice to either party visa U.S. Postal Services Register Mail with Receipt: (b) At **Agency** option and without notice to **Customer** in the event of insolvency or a petition filed in bankruptcy on behalf of the Customer: or (c) At Agency's option, following due date of invoice, in the event of nonpayment: or (d) Agency may by giving notice to **Customer**, without incurring any liability, for either temporarily stopping services or terminate services



and/or this agreement.

- IV. **Insurance.** **Agency** shall maintain insurance equal to or above amounts required by State Law.
- V. **Customer Non-Interference.** The parties hereto mutually acknowledge that **Agency** has a substantial investment in the training and preparation of its employees in order for it to fulfill its obligations hereunder. (a) During the term of **Agency's** employment and for a period of two (2) years following the termination thereof, **Customer** agrees not to interfere with said employment agreements of **Agency** and not to solicit employment or employ **Agency's** employees or not to have solicited for employment or have employed by their new contractor or potential contractor, for the purpose of performing security services, any employee of **Agency** who performed services pursuant to this Contract. **Customer** acknowledges that **Agency** has employment contracts with **Agency's** employees and **Customer** agrees not to interfere with said contracts. **Customer** further agrees that a violation of these subsections will result in the automatic payment of a minimum \$5,000.00 for each violation as liquidated damages to **Agency** together with reasonable and necessary attorney's fees for the collection thereof.
- VI. **Miscellaneous.** (a) This contract shall be construed in accordance with the Laws of the State of Texas: (b) This contract constitutes the entire agreement among the parties and all additions or changes hereto shall be in writing: c) This contract shall supersede any other Agreement and/or Contract, verbal or written dated prior to this contract: (d) It is agreed that if any portion of this contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable from all other portions of this contract, and such other provisions shall constitute the agreement of the parties:(e) The continuing covenants of the parties contained in this Contract shall survive the termination hereof: (f) By the signature below, the individual executing this Contract on behalf of the Customer warrants to Agency that he has full power and authority to execute this Contract and to thereby bind, jointly and severally, all property and/or business owners, managers, directors and stock holders and members of Customer association to the terms of this contract. NOTE: This agreement may only be executed on behalf of Agency by its Owner or General Manager who is name is listed below in type and with their address and phone number listed in the title of this agreement as prescribed in the Commission on Private Security's rule and regulations. Any person executing this agreement for Agency other than those listed do not have the authority to act on Agency's behalf.
- VII. **Written Report.** **Customer** is entitled to receive a written report concerning services rendered. Upon request, **Agency** shall provide such written report to **Customer** in accordance with the Commission on Private Security rules and regulations.
- VIII. **Hold Harmless.** **To the extent permitted by the Constitution and laws of the State of Texas, Customer** agrees to defend, indemnify, and hold **Agency**, its officers, agents, and employees harmless against any and all claims, lawsuits, judgments, costs, losses and expenses, including but not limited to attorney's fees, for acts and omissions by **Customer**. **AGENCY AGREES TO DEFEND, INDEMNIFY, AND HOLD CUSTOMER, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGEMENT, COSTS, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, FOR ACTS AND OMISSIONS BY AGENCY.**



- IX. **Compensation.** Throughout the term of this Agreement, **Customer** shall pay to Agency **\$29.35 per hour per officer** for time worked (actual production hours only) and in accordance with the following terms: (a) **Customer** agrees that this contract but can be terminated within thirty (30) days by either party giving written notice to the other of its desires to terminate said contract. **Customer** agrees and understands that Customer's Service Commitment is thirty (30) days, and that Customer must give Agency a thirty (30) day written notice prior to termination of this contract. Any other attempted termination by Customer of this contract is a material breach of this contract. If Customer breach this contract, Customer agrees to pay to Agency for its losses related to Customer's breach. Customer understands and agrees that Agency's damages arising from any material breach will be difficult, if not impossible to ascertain. Therefore, if **Customer** materially breach this contract by terminating services in a matter other then set forth above, Customer agrees to pay to Agency the remaining compensation for the term length of the contract thirty (30) days as damages together with reasonable and necessary attorney's fees for the collection thereof. These damages are in addition to other amounts due to Agency hereunder. (b) Compensation above does not include sales tax. **Customer** is exempt from the payment of tax and will provide an exemption certificate upon request: (c) Agency shall send monthly invoices to Customer and payment shall be due on the last day of services provided during billing period, and in accordance with the Texas Prompt Payment Act. (d) Failure by Customer to pay all amounts within thirty (30) days of due date shall constitute a material default under this contract and a delinquency charge at a rate on one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less, and shall accrue daily on all past-due amounts until same are paid in full. Such failure shall also be deemed a default hereunder and services shall be suspended immediately until all delinquent amounts are paid in full: (e) In the event any past due amounts are collected by or through a collection agency or an attorney-at-law, Customer shall pay, in addition to amounts otherwise due, all costs of collection, including reasonable attorney's fees incurred by Agency. (f) Customer agrees that any change in the Fair Labor Standards Act affecting wages incurred by Agency shall require a mutually agreed change in compensation. Customer agrees that Agency is entitled to a cost-of-living increase in compensation on each annual renewal date for a new service year. **Customer** further agrees that the amount of increase shall be either the annual percentage of inflation over the past year of service or a minimum of 5.5%, whichever is higher. (g) Agency shall be permitted to observe the following holidays, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Easter Sunday, Memorial Day, the Fourth of July, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day. **Customer** agrees that when Agency works these days, Agency's compensation will be calculated at time and one-half (1.5) the hourly rate per officer as list above.
- X. **Security interest in recovery.** The **Agency** is granted a specific security interest in any recovery (whether it be money, property or otherwise) that may come to pass by compromise and settlement agreement, suit or judgment, to secure the payment of its fees.
- XI. **Customer Complaints.** Services furnished by **Agency** shall be subject to inspection at any time by the **Customer**, his agent, or representative. **Customer** understands and agrees that services are provided by **Agency's** employees on a day by day bases and that said services are not like a tangible item that can be returned or replaced at a later date, therefore **Customer** agrees that due to the nature of such services, **Customer** agrees to waive its rights to any time



period it may have to file a complaint(s). **Customer** further agrees to notify **Agency** in writing of any objections it has to the services performed within ten (10) days after the day such services in question were performed. **Agency** shall have the right to improve said services within ten (10) days from the date of the **Customer** notice to conform to **Customers** desires as specified in said notice without being in default. **Customer** further agrees to notify **Agency** in writing of any objections **Customer** may have to **Agency's** invoice (**charges to Customer**) that **Agency** presented to **Customer** for payment. **Agency** shall have the right to review, and change said invoice(s) within ten (10) days from the date of the **Customer** notice to adjust said invoice(s) to **Customers** desires as specified in said notice if invoice(s) are incorrect without being in default. Failure of **Customer** to give notice in writing objecting to **Agency's** performance and/or invoicing thereunder shall constitute acceptance of **Agency's** performance

and/or invoicing and **Customer** shall have no right to withhold payment of any amounts due hereunder for the past failure to perform on the part of **Agency** and/or to have **Agency's** invoice(s) changed. **Customer** further states that **Customer** understands and agrees that **Agency** needs and must have said notice(s) in writing so as to fulfill **Agency's Obligation to Customer**. All written notices shall be via certified mail, return receipt requested, via United States Postal Services. **Customer** may request, for any legal reason, that any of **Agency's** employees be replaced by a different **Agency** employee. **Agency** shall comply with **Customer's** request to replace employee as soon as possible. **Customer** shall have the sole discretion to refuse the service of any **Agency** employee, at any time, and not be liable for any further hourly rate, unless such **Agency** employee is replaced within one hour of **Customer's** refusal.

- XII. **Notice of Assignment, Sale and/or Transfer.** In order to provide for the continuing growth of **Agency** and to provide better service to **Customers**, **Agency** at its option may choose to use the services of a financial company to process **Agency's** invoices and Accounts Receivable as well as a source of additional capital funding. Therefore **Customer** agrees that at **Agency's** option, **Agency** may assign, transferred, and/or sell its Accounts Receivable under the Uniform Commercial Code.
- XIII. **State Regulatory Agency.** If **Customer** has a complaint that they wish to express to the Commission of Private Security, they may do so by writing the **Texas Commission of Private Security** at P. O. Box 13509 Austin, Texas 78711 or by calling 512/463-5545.
- XIV. NOTHING IN THIS AGREEMENT EXTENDS THE CUSTOMER'S LIABILITY BEYOND THE LIABILITY OR AUTHORITY PROVIDED IN THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND NOTHING HEREIN CONSTITUTES OR IS INTENDED TO CONSTITUTE A WAIVER OF THE CUSTOMER'S OR THE STATE'S SOVEREIGN IMMUNITY TO SUIT. THE PARTIES UNDERSTAND THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CUSTOMER TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATED TO DISCLAIMERS AND LIMITATIONS ON WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES, WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIABILITY FOR ACTS OR OMISSIONS OF



THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CUSTOMER EXCEPT TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS.

- XV. Agency understands the District's Anti-Discrimination Policy and is responsible to ensure there will be no discrimination or harassment of individuals or groups based on race, color, creed, religion, gender, sexual orientation, gender identity, general expression, national origin, marital status, age, veteran or military status, genetic information or disability.
- XVI. The District shall have the exclusive right to manage and control its premises, and the first priority on premises' use. Agency may use the premises for the parking of vehicles for Agency's employees and for no other purpose. Agency and its employees shall abide by all laws and District policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products or e-cigarettes on school property; and make no alteration, temporary or permanent, to District property without prior written consent from the Superintendent.
- XVII. Certain federal and state laws protect the privacy interests of Customer's students with regard to educational records maintained by Customer, including but not limited to FERPA and its implementing regulations 34 C.F.R. § 99.1 et seq. Agency and its designated representatives shall maintain the confidentiality of records, comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.
- XVIII. Agency agrees that it has obtained any required criminal history record information regarding its covered employees. Before beginning any work pursuant to this Agreement, Agency will provide written certification to the Customer that Agency has complied with the statutory requirements as of that date. Upon request by Customer, Agency will provide, in writing, updated certifications and the names and any other requested information regarding covered employees, so that the Customer may obtain criminal history record information on the covered employees, if necessary. If information is received by Agency that a covered employee has a disqualifying conviction, Agency will immediately remove the covered employee from any duties under this Agreement and notify Customer within three (3) business days. If Customer objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Agency agrees to discontinue using that covered employee to provide services to Customer. If Agency has taken precautions or imposed conditions to ensure that the employees of Agency and any subcontractor will not become covered employees, Agency will ensure that these precautions or conditions continue throughout the time of this Agreement. Agency shall assume all expenses associated with obtaining criminal history information.
- A "covered employee" is any employee, agent, or subcontractor of Agency who has or will have continuing duties related to the services to be performed for Customer and has or will have direct contact with students. Customer shall be the sole arbiter of what constitutes direct contact with Customer's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Customer, or one of the following offenses, if at the time of the offense, the



victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

- Agency will at least annually obtain criminal history record information that relates to any employee, agent, or subcontractor of Agency if the person has or will have duties under this Agreement, and the duties are or will be performed on Customer's property if students are anticipated to be there, or at another location where students are likely to be present. Agency shall assume all costs and associated expenses with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or misdemeanor involving moral turpitude from Customer's property, or other location where students are likely to be present. Customer shall determine what constitutes "moral turpitude" or a "location where students are likely to be present".

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day _____ of _____, 2025.

**L&P GLOBAL SECURITY LLC
AGENCY**

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____



EXHIBIT A : (Location & Hours)