

Housing Authority of the City of Waco

Security Protection Agreement

THIS AGREEMENT is made and entered into this 1st day of November, 2004, by and Between the Housing authority of the City of Waco (hereinafter called the "Local Authority") and Doyle Anz (hereinafter called the "Guard").

WITNESSETH:

WHEREAS, the Local Authority desires to provide walking security guard protection to the Residents in low-rent public housing developments know as South Terrace, Kate Ross and Estella Maxey, (hereafter referred to as the "Development"); and

WHEREAS, the Guard desires to provide such services to the Local Authority as an independent Contractor; and

WHEREAS, The Local Authority has by separate agreement contracted with Myron Ridge (hereafter referred to as "Supervisor") for mobile security patrol for the Development and for general supervision of all security endeavors;

NOW, THEREFORE; in consideration of mutual promises herein contained, the parties hereto agree as follows:

1. The Guard shall provide protection of the persons and property located in the Development during hours of duty as assigned by Supervisor, with the approval of the Executive Director of the Local Authority. The Supervisor shall be responsible for determining the principle posts and hours of the duty of the Guard necessary to accomplish this purpose.
2. The Guard shall carry, at his own expense, all equipment required to accomplish his assigned duties, except that the Local Authority may provide a two way radio to the guard, for use only during performance of his duties for the Local Authority.
3. The Guard shall perform all functions necessary to adequately protect the residents and property of the development including, but not limited to the following:
 - a. Preventing intrusion, entry, larceny, vandalism, abuse, fights, fire or trespass on the property.
 - b. Preventing, observing or detecting any illegal or unauthorized action on the property.
 - c. Controlling, regulating or directing the flow or movements of the public, whether by vehicle or otherwise, only to the extent and for the time directly and specifically required to assure the protection of the property;

- d. Protecting individuals from bodily harm:
 - e. Making rounds, preferably by walking, (weather permitting), through the developments at approximately one-half hour intervals.
 - f. Writing reports of incidents occurring during each shift (in duplicate-one for the manager and one for the Local Authority's file):
 - g. Assisting maintenance men after hours
 - h. Assisting City of Waco police and McLennan County Sheriff's Department personnel when necessary.
 - i. Establishing ground patrol;
 - j. Investigating suspicious cars, person, etc.;
 - k. Keeping noise to a minimum;
 - l. Protecting unoccupied apartments;
 - m. Providing residents with flyers as to phone numbers, times and locations to be called; and,
 - n. Searching apartments for illegal activities, drugs, etc.
 - o. Any other special temporary functions resulting from instructions, either oral or written that may be issued from time to time by the Local Authority.
 - p. Making arrests when necessary.
 - q. Enforcing youth curfew, by issuing written warnings.
4. The Guard hereby represents, warrants and covenants that: (I) he is a qualified and efficient person who is certified by the state of Texas as a peace officer as the term is defined in Article 2.12, Code of Criminal Procedure, 1965; (II) he shall comply with all applicable statutes, ordinances and regulations in the performance of his duties hereunder; (III) he shall be licensed as a regular peace officer. As a condition of employment, he shall be employed by a law enforcement agency and provided proof of employment to the Local Authority. The guard shall maintain a valid driver's license and provide proof of vehicle liability insurance, showing dates of coverage coinciding with dates Guard is performing under this agreement. (IV) in the performance of his services hereunder, he is not in the employ of another peace officer as that term is defined in Article 2.12, Code of Criminal Procedure, 1965; and

- (V) he has obtained and will maintain all permits, security bonds, licenses and other authorizations necessary to perform his duties hereunder.
5. The Guard shall be considered an independent contractor and will at all times be subject to the Supervision and control Mvron Ridge, Supervisor, as to the principal posts and hours of duty. The Guard will have the sole responsibility of paying taxes and all other expenses relating to the Guard. The Guard is required, pursuant to the Housing and Urban Development Regulation 24 CFR Section 85.36 (1) (12), to retain all records and reports (if any) made in accordance with the terms of this Agreement for a period of three years from the date of termination of this agreement.
 6. The Local Authority shall pay the Guard \$20.00 per hour. In the performance of this contract, Guard shall perform a minimum of 12.5 hours of service per week and a maximum of 25 hours of service per week. The amount of pay may change from time to time with agreement of the Local Authority and the Guard by an addendum to this contract. In order to verify compliance with this Agreement, at the end of each month the Guard will send the Local Authority a statement showing the daily hours and locations worked. The statement shall be signed and verified as accurate by the Supervisor before submitting to the Local Authority's fiscal Department for payment. The Local Authority shall make payment to the Guard the first Friday of each month following the billing month.
 7. The Guard understands, agrees and acknowledges that he is solely responsible for furnishing and maintaining any Worker's Compensation Insurance necessary in performing the services required by this Agreement. The Guard further acknowledges that the Local Authority has no responsibility to maintain and shall not maintain Worker's Compensation Insurance covering the Guard.
 8. Unless terminated as provided herein, the term of this Agreement shall be effective as of the 1st day of November, 2004, and shall continue in force through no longer than October 31, 2005.
 9. Notwithstanding Paragraph 8, either party may terminate and cancel this Agreement without Cause upon ten (10) days written notice to the other and in such event the Guard shall be entitled to receive compensation as specified herein on a pro rata basis for all work completed prior to such termination or cancellation.
 10. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created herewith are performable in McLennan County, Texas.
 11. The Local Authority shall not be liable or responsible for, and shall be saved and held harmless by the Guard from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damages to or loss of property, both real and personal, arising out of or attributed, directly or indirectly, to the operations or performance of the Guard under this Agreement.

12. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED this the 1st day of November 2004.

"LOCAL AUTHORITY"

HOUSING AUTHORITY OF THE CITY OF WACO

By: Gary T. Moore
Gary T. Moore

"Guard"
By: [Signature]