

AGREEMENT FOR PROFESSIONAL SECURITY SERVICES

THIS AGREEMENT FOR PROFESSIONAL SECURITY SERVICES (the "Agreement") is made between the Gregory-Portland Independent School District (the "District") and G&G Brother Security, LLC ("Security Firm"), collectively referred to as the "Parties," for the provision of armed security services.

WHEREAS, the District seeks to contract with Security Firm to provide armed security services for the protection of District students, staff, and property;

WHEREAS, the Security Firm is a duly licensed security company pursuant to Chapter 1702 of the Texas Occupations Code, and has authority to employ and provide armed security for the protection of persons and premises; and

WHEREAS, the District issued a request for proposals on [date], incorporated into this document by reference, and received multiple proposals including one from the Security Firm, also incorporated herein, which was accepted by action of the Board of Trustees on June 19, 2023;

WHEREAS, the Board of Trustees of Gregory-Portland Independent School District wishes to enter into an agreement with G&G Brother Security to provide armed security services for the District in accordance with Texas Education Code Sections 37.081 and 37.0814;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Legal Compliance.** As a material condition of this Agreement, Security Firm agrees to the submission of specific information which includes company licenses, employee licenses or certifications relating to the Security Firm's qualifications and/or authority to provide the security services detailed herein, liability insurance and provision of fingerprinting results. Security Firm further warrants and represents, as a material condition to this Agreement, that it shall comply with all applicable laws, regulations, requirements, and guidelines that currently exist or may exist or be amended during the term of this Agreement regarding Security Firm's provision of security services herein, and that such applicable laws, regulations, requirements, and guidelines are automatically incorporated into this Agreement. In order to carry out the terms of this Agreement, the District's Board of Trustees hereby grants authorization for the Security Firm's security officers, who are duly licensed and actively engaged in providing armed security services pursuant to this Agreement, to carry firearms on District-controlled Property while engaged in providing security services according to this Agreement.
2. **Description of Security Services.** The Security Firm agrees to provide armed security officers to the District to provide the following non-exhaustive list of services ("Security Services"):
 - a. provide for the safety of students, employees, parents, and visitors on District-controlled premises, and provide for the safety and welfare of District owned property;
 - b. prevent entry, larceny, vandalism, abuse, fire, or trespass on District property;
 - c. prevent, observe, or detect unauthorized activity, vehicles or persons on District property;
 - d. control, regulate, or direct the movement of the public, whether by vehicle or otherwise, only to the extent and for the time directly and specifically required to ensure the protection of the District's property, including during arrival and departure of students from District property;

- e. protect students, employees, parents, and guests from bodily harm;
 - f. operate metal detectors and conduct screenings in response to metal detector alerts;
 - g. conduct door safety sweep audits on all exterior and interior doors as assigned;
 - h. coordinate with law enforcement agencies and first responders for emergency preparedness;
 - i. assist law enforcement and first responders to the extent requested and practicable in an emergency situation;
 - j. advise the District on safety measures related to the officer's assigned duty station, including contributing to the District's safety and security committee and security audit;
 - k. report breaches of security protocol to the campus administrator and the Safety & Security Department immediately upon discovery;
 - l. participate in and assist with any school safety drills;
 - m. create and maintain records in accordance with District request or direction;
 - n. cooperate in District investigation or law enforcement investigation, as requested;
 - o. comply with specific schedule, assignment, or duty requests;
 - p. participate in District-trainings as requested;
 - q. comply with District policies and procedures.
3. **Providing Services.** The District shall designate dates, locations, and hours within which the Security Services must be provided; however, the Security Firm shall determine the specific legal and professional means and methods by which the Security Firm will accomplish the Security Services. The Security Firm represents and warrants that it is regularly engaged in the business of performing Security Services as required herein, and that it is fully and appropriately licensed and authorized to provide such Security Services.
4. **Qualification of Security Officers.** The Security Firm shall employ and provide four (4) armed Security Officers to perform Security Services pursuant to this Agreement. Security Firm shall only provide Security Officers who are commissioned security officers, in accordance with Texas Education Code Section 37.081(a)(3), and as defined by Section 1702.002 of the Texas Occupations Code, and who have completed the Level II or Level III training course required by the Department of Public Safety ("Security Officers"). The Security Firm shall make a good faith effort to provide Security Officers who are commissioned peace officers, as defined by Section 614.121 of the Texas Government Code, for compliance with the staffing obligations set out in Texas Education Code Section 37.0814. If the Security Firm is unable to provide 4 commissioned peace officers to serve as Security Officers, Security Firm shall communicate in writing to District its efforts to secure commissioned or honorably retired peace officers. Such written communication shall be provided to the District on request.
5. **Assignment of Security Officers.** The Security Officers assigned to provide Security Services to the District shall be subject to the approval of the District's Superintendent, and the District in its sole discretion may refuse any particular Security Officer assigned under this Agreement. The District may, during the term of this Agreement, request the increase or decrease in the number of Security Officers required. The Security Firm shall be responsible for securing an immediate replacement in the event that a Security Officer assigned to the District will be absent from duty, resigns or is terminated from his or her employment with the Security Firm, or if District requests the Security Officer's removal from the assignment. All Security Officers shall be supervised by the Security Firm's designated supervisory personnel, who will be available to consult with the District's designated representatives during the regular school day and at reasonable times on other days.

6. **Security Officer Equipment and Uniforms.** Security Firm shall provide all necessary equipment for Security Officers to perform the Security Services. Such equipment shall include, but not be limited to; a professional uniform complying with all applicable laws and approved by the District and a handgun to be carried in a retainage holster on a waste gun belt. All equipment must be in good working order and free from defect.
7. **Security Officer Conduct on District Premises.** All Security Officers shall act in accordance with the authority granted by their specific level and type of licensure. Security Officers shall at all times comply with the Board Policies of Gregory-Portland Independent School District while providing Security Services, or when present on District premises. The District's policies prohibit Security Officers from the following: possession of any tobacco products, e-cigarettes, or vapes on District property; possession of any illegal drug or alcohol on District Property; engaging in routine student discipline or school administrative tasks; physical or verbal contact with students that is unrelated to providing Security Services; any electronic or written communication with students for any reason.
8. **Payment for Security Services.** The District agrees to pay the Security Firm in accordance with the price and payment terms set forth in **Schedule 1**, and the Security Firm agrees to accept such amounts as full payment for Security Services provided pursuant to this Agreement. Security Firm shall email invoices to both Selena Jones at sjones@g-pisd.org and Delaina Kashner at dkashner@g-pisd.org , setting forth in detail the Security Services performed, the date and location where such Security Services were performed, the amount due Security Firm as compensation for such Security Services and any other information reasonably requested by the District. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, which shall govern remittance of payment and remedies for late payment and non-payment. The Security Firm reserves the right to adjust the fees hereunder proportionately based on increases to insurance or wage costs outside of the Security Firm's control; provided, however, that the Security Firm shall notify the District at least thirty (30) days in advance of any such increase and District shall have the right to terminate this Agreement with thirty (30) days written notice to the Security Firm due to the increased cost.
9. **Independent Contractor Relationship.** **THE DISTRICT AND THE SECURITY FIRM SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT THE SECURITY FIRM IS AN INDEPENDENT CONTRACTOR OF THE DISTRICT IN THE PERFORMANCE OF SECURITY SERVICES UNDER THIS AGREEMENT.** Security Firm represents and warrants that it is an independent contractor and that it will furnish its own employees, tools, vehicles, products, and Security Services. Security Firm, its Security Officers, employees, agents, and representatives are not employees of the District. Security Firm represents and warrants that the Security Firm and its employees have no right to claims for wages, vacation pay, sick leave, retirement benefits, health benefits, social security, disability, worker's compensation benefits, or other benefits of any kind, and will indemnify the District for any such claim against the District made by employees of the Security Firm.
10. **Criminal History Reports.** Pursuant to Texas Education Code 22.0834, Security Firm shall obtain criminal history reports through the criminal history clearinghouse for each employee or contractor who will have direct contact with students and certify to the District that employees or contractors having direct contact with students under this Agreement have no disqualifying criminal history, as defined by Texas Education Code 22.085(a).
11. **Confidentiality of Student Information.** As an independent contractor retained by the District to perform Security Services under this Agreement, the Security Firm and its assigned Security Officers

shall be deemed a "school official" as that term is defined in the District's Board Policy, Texas Education Code, and the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) if Security Officers require access to student educational records or information in the course of performing Security Services under this Agreement. The Security Firm and its employees agree to strictly maintain the confidentiality of any and all educational records or information District students that are disclosed or reviewed by the Security Firm or Security Officers. Security Officers shall seek out, access or review student information or student educational records only with the express approval of a campus or District administrator.

12. **Non-Reimbursement of Expenses.** The District shall not be responsible or liable to the Security Firm for any expenses paid or incurred by the Security Firm including, without limitation, cell phone usage, materials/supplies, equipment, insurance, mileage, fuel, or business and travel expenses.
13. **Tax Duties, Responsibilities, and Indemnification.** The District shall not pay or withhold any Federal, state or local taxes of any kind relating to payments made to Security Firm for Security Services provided hereunder. Security Firm is responsible for, and agrees to pay, all Federal, state or local taxes relating to payments received by Security Firm for the performance of Security Services hereunder, including, without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensations taxes, and other fees, charges, licenses or other payments required by law.
14. **Insurance.** The Security Firm shall comply with all laws, rules and regulations applicable to worker's compensation and shall provide the District with a certificate of workers' compensation insurance in the amount required by law, and certificates of such other types of insurance as the District may reasonably request, in such form and in such amount as shall reasonably be acceptable to the District. Throughout the term of this contract the Security Firm shall obtain and maintain professional liability insurance in the amount of no less than \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate as well as Commercial General Liability in the amount of no less than \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate. Such policy must be issued by a duly licensed insurance company authorized to do business under the laws of the State of Texas.
15. **Indemnification.** SECURITY FIRM SHALL INDEMNIFY AND HOLD THE DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, LOSSES, SUITS, ACTIONS, JUDGMENTS, COSTS, AWARDS AND FEES, INCLUDING ATTORNEY'S FEES, RESULTING FROM THE NEGLIGENCE OF SECURITY FIRM OR ITS DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES ACTING WITHIN THE COURSE AND SCOPE OF HIS OR HER POSITION OR EMPLOYMENT. The Security Firm cannot warrant or guarantee that a security-breach, disruption or violent incident will not occur while a Security Officer is present. The Security Services provided under this Agreement do not constitute maximum security but provide a degree of security resulting from the reasonable efforts of Security Officers to carry out mutually agreed upon security procedures.
16. **Term and Termination.** This Agreement shall commence on the date specified as the Effective Date below and shall continue in effect until June 30, 2024, unless earlier terminated as provided herein. The Agreement may be renewed annually for two additional one-year terms only by mutual written agreement of the Parties. The District may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the Security Firm. In the event of non-availability of funds in any fiscal year, the Agreement may be terminated with no penalty to the District.

17. **No Authority to Bind the District.** The Security Firm has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.
18. **Notice.** Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that party specified herein. Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Section.

Notice For District:

Gregory-Portland Independent School District
Attn:
Executive Director of Safety and Operations
1200 Broadway Blvd.
Portland TX 78374]

Notice to Security Firm:

G&G Brother Security, LLC
6002 Olive Grove
Corpus Christi TX 78414

19. **Assignment.** Because of the professional nature of the Security Services to be provided by the Security Firm to the District hereunder, the Security Firm may not assign any or all of its rights, duties or obligations hereunder to any other person without the prior written consent of the District.
20. **Entire Agreement.** This Agreement, and the separate documents incorporated by reference herein, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and the Security Firm each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and that neither party is relying upon any statements or representations other than those that are set forth in this Agreement and the attached exhibits.
21. **Modification and Non-Waiver.** This Agreement may not be modified or amended except by written agreement executed by the Parties. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or a waiver of any past, existing or future breach of this Agreement by the other party. Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.
22. **Governing Law.** The Parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Texas and San Patricio County. Venue for any dispute arising from this Agreement shall be in San Patricio County, Texas.
23. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

24. **No Boycott.** Pursuant to Texas Government Code Chapter 2271, if the value of Security Services provided in this Agreement exceeds \$100,000.00, and Security Firm is a company with more than 10 employees, then Security Firm warrants that it does not boycott Israel and shall not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2274, Security Firm represents and warrants that it does not and will not boycott energy companies. Pursuant to Texas Government Code, Chapter 2274, Security Firm represents and warrants that it does not discriminate against firearm entities or firearm trade associations. Pursuant to Section 2155.0061 of the Texas Government Code, Security Firm is not ineligible to enter into this Agreement.
25. **Certification Regarding Terrorist Organizations.** Pursuant to Sections 2252.151-2252.154 of the Texas Government Code, the Security Firm hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or Security Services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.
26. **Felony Conviction.** Pursuant to Texas Education Code Section 44.034, Security Firm must give advance written notice if Security Firm's owner, operator, or any employee has been convicted of a felony.
27. **Child Support.** Pursuant to Texas Family Code, Section 231.006, Security Firm certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
28. **Conflict Of Interest.** If applicable, CIQ Form as required by Board policy and law and found at <http://www.ethics.state.tx.us/forms/CIQ.pdf> will be executed and delivered to the District prior to Security Firm's delivery of Security Services.
29. **Authority:** Signatories warrant and attest that they have actual authority to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

G&G Brother Security, LLC.

Gregory-Portland ISD

 Enrique Rick Gonzalez Owner/Manager	Date	7-11-25  Dr. Michelle Cavazos Superintendent
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SCHEDULE 1

SERVICE COST OF SECURITY FIRM

Security Services provided on the following holidays will be charged at one- and one-half times the normal hourly rate: New Year's Day; Easter Sunday; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day.

LOCATION	TIME OF SERVICES	OFFICERS NEEDED	HOURLY RATE	COST PER CAMPUS FOR 176 DAYS
East Cliff	7:15AM – 3:45PM (Approx. 8 hrs.)	1	30.00	42,240
Stephen F. Austin	7:15AM – 3:45PM (Approx. 8 hrs.)	1	30.00	42,240
T.M. Clark	7:15AM – 3:45PM (Approx. 8 hrs.)	1	30.00	42,240
W.C. Andrews	7:15AM – 3:45PM (Approx. 8 hrs.)	1	30.00	42,240
Total Cost:				\$168,960