

## SAMPLE CONTRACT FOR ON-SITE SECURITY WYANDOTTE TOWERS (K1-4)

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation authorized to do business in Kansas, hereinafter referred to as the “Contractor” and the Housing Authority of the City of Kansas City, Kansas hereinafter referred to as the “Housing Authority”.

**WITNESS THIS DAY**, the contractor and the Housing Authority for the consideration stated herein mutually agrees as follows:

**ARTICLE I: TERM OF CONTRACT.** The term of the contract is for a period of two (2) years. The contract commences on \_\_\_\_\_ and ends on \_\_\_\_\_, for scope of work as set out in base services scope of work.

**ARTICLE II: GENERAL CONDITIONS.** The service provider must meet all State and Local government insurance, licensing, certification, training and other requirements. The contractor must furnish list of principals of the company as to ensure no conflict of interest exists. The contractor must furnish a certificate of Worker’s Compensation and Liability Insurance. The Housing Authority requires that the contractor have a minimum of \$1,000,000.00 each occurrence of general liability and automobile liability insurance pursuant to the specifications as set herein. All services rendered pursuant to this contract must be done and performed in a professional workmanship manner.

In the event of a claim under this agreement for which contractor is liable, the parties agree that the contractor’s liability to the Housing Authority shall be limited to \$1,000,000.00 per occurrence.

The services provided under this contract are solely for the benefit of the Housing Authority and neither this contract nor any services rendered here thereafter confer any rights on any other party as a third party beneficiary or otherwise.

**ARTICLE III: PAYMENTS.** Prior to payment, the Housing Authority shall have the right to verify any aspect of the contractor’s work and performance. Work and performance shall be acceptable to the Housing Authority prior to payment.

**ARTICLE IV: COMPENSATION.** The contract amount is based on the base services scope of work amount received in the Proposal dated \_\_\_\_\_. The Security Guard Service agrees to provide security services as specified for \_\_\_\_\_ as shown in the base services scope of work for the duration of the contract period of two years.

Payments are to be made to the Security Guard Service within 10 working days after receipt of invoices by the Resident Services Coordinator and processing by the Finance Department. (Subject to Article III above).

**ARTICLE V: CONTRACT DOCUMENT:** Shall include request for proposal (scope of work) and proposal documents received from \_\_\_\_\_ dated \_\_\_\_\_.

The Security Guard Service shall provide unarmed guard and patrol duties as follows, but not limited to: Provide unarmed guard to act as Security Monitor as follows:

- Shifts from 8:00 am to 4:00 pm, 4:00 pm to 12:00 am; and 12:00 am to 8:00 am seven (7) days a week, including holidays.
- Duties include but not limited to:
  - Monitor security systems software that monitor multiple sites;
  - Contact manager or aide at other elderly/disabled complexes in response to fire alarm or panic pull chain alerts.
  - Contact appropriate personnel and police in case of unauthorized door openings or closings in Housing Authority facilities such as maintenance and administration buildings.
  - Receive calls for emergency service from all complexes after regular business hours and contact the appropriate employee(s) on call.
  - Advise the manager or aide at elderly/disabled complexes of lockouts.
  - Screen visitors of Wyandotte Towers and ensure they sign in appropriately.
  - Be observant of behavior in common areas such as smoking in non-smoking areas and take appropriate action.
  - Maintain a daily log listing all occurrences with significant data pertaining to all activities.
  - Permit access to meeting rooms as directed by Resident Services Staff.
  - Assume the responsibility for providing assistance in completing any tasks deemed necessary for the smooth operation of the Housing Authority.

The unarmed security guard duties may, at the discretion of the Housing Authority, also include, but not be limited to:

- Inspection of all floors of Wyandotte Towers high-rise and low-rise. Preferably at unscheduled 1 ½ hour intervals.
- Periodic inspection of outside property which shall include all parking lots, office buildings, and ensure proper use of handicapped parking and fire zones.
- Periodically inspect all exits, including fire stairwells and respond to alarms indicating unauthorized use.
- After business hours inspection of office and building door locks, verification that sensitive areas are secured.
- Investigate fire, burglar and pull-cord alarms for entire property including office buildings and low-rise.

- Observe behavior in common areas ensuring rules and regulations are adhered to, for example smoking in non-smoking areas, and take appropriate action.
- Advise Housing Authority staff of incidents and provide documentation.
- Maintain daily logs listing all significant information pertaining to personal contact and overall activities.
- Assume responsibility for providing assistance in completing any tasks deemed necessary for efficient operation of Wyandotte Towers.
- Guard on duty will be required to carry a cellphone and must be available for emergency situations.
- Scheduling and designating break areas to be pre-determined.
- Attendance at Housing Authority and Court Hearings when requested to provide first-hand accounts of incidents.

### **ADD ADDITIONAL SCOPE OF WORK**

Provide unarmed roving Security Guard as follows for Wyandotte Towers (K1-4)

Shifts from 4:00pm to 12:00am seven days a week including holidays

Duties include but not limited to:

1. Inspection of all floors, preferably at unscheduled 1 ½ hour intervals.
2. Periodically inspect the outside of the property which includes parking lot.
3. Periodically inspect all exits, including fire stairwell doors, and respond to alarms indicating unauthorized use.
4. Report inoperative interior and exterior lighting.
5. Assist Aide and or manager in response to fire alarms or emergency notification alarms.
6. Observe behavior in common areas ensuring rules and regulations are adhered to, i.e. smoking in non-smoking areas, and take appropriate action.
7. Contact the police department in the event of observing or witnessing a potential problem.
8. Maintain a log listing all occurrences pertaining to all activities.
9. Assume the responsibility for providing assistance in completing any tasks deemed necessary for efficient operation of the Housing Authority.

### **SPECIAL REQUIREMENTS:**

The contractor shall provide and maintain 100% of security services as specified or as requested by the Resident Selection Coordinator. If the contractor fails to provide 100% of services as specified, this contract may be terminated, for cause by 30 day written notice from the Housing Authority.

Or, if at any time during this contract the Housing Authority should abandon either entirely or for any indefinite time the completion of this contract or any substantial part

thereof, due to a reduction in subsidy or other funding limitations, or should terminate for cause any or all of the services to be furnished herein the contract shall be modified or terminated as the case may be. In such event the Security Guard Service shall be entitled to just and equitable compensation for services provided to date in accordance with the terms of this contract.

The contractor must pay all assigned security personnel the agreed upon hourly rate and provide benefits as submitted in Housing Authority's proposal and/or as agreed upon through negotiations.

The contractor shall provide supervisory personnel at the contractor's own expense.

All work during hours listed shall be continuous. Breaks shall only be taken at designated times and areas and when adequate coverage is maintained.

Communication shall be established with local law enforcement agencies in order to provide information on criminal activity taking place on site. This communication shall include immediate communication required for emergency situations (i.e. gunfire, domestic violence, etc.) as well as communication required for subsequent investigations of criminal activity.

Communications shall also be established with the on-site management team in order to identify residents and nonresidents not in compliance with Housing Authority rules and regulations.

All required written records, including copies of police reports that may have been obtained shall be turned into the site office and Housing Authority Resident Services Coordinator on a daily basis.

Security shall not be required to enforce the law or Housing Authority policy except for curfew and trespassing violations. All other violations shall be reported to the proper authorities, agencies or individuals. Security is not to be involved in any type of activities or services provided by local law enforcement and are expressly prohibited from activities such as routine traffic stops and/or services of court documents.

The Housing Authority reserves the right to ask that a guard not be used on the premises without cause.

Guards shall attend court hearings, if necessary when witness to an act or deed which requires their presence at such hearings.

**EXCEPTION:** Guards shall provide security for the benefit of Housing Authority residents and employees in situations which warrant protections until local law enforcement can be dispatched and arrive at the site. In situations designated as dangerous or life-threatening, the contractor is expected to provide security in a posture

of protection for the benefit of Housing Authority residents until such a time as law enforcement arrives at the site.

Security shall work to promote mutual trust and cooperation between public housing residents and law enforcement officials. To this end, security will work to help empower the Housing Authority community in overcoming and preventing criminal and drug related activity. Security will encourage residents in taking an active role in protecting their property and sharing the responsibility for crime prevention with local law enforcement officials.

The contractor shall provide the Housing Authority a schedule of such hours. Time sheets must be submitted to the Housing Authority Resident Services Coordinator, which clearly illustrates security activities, in order for the Housing Authority to determine cost allocation for drug related activities versus other security services.

The contractor shall provide the Housing Authority within ten days of execution of contract, a standard manual that contains, but is not limited to policies, procedures, firearm policy and general orders that regulate conduct and describe in detail how jobs are performed.

The Contractor will be required to meet with Housing Authority staff and the Kansas City, Kansas Police Department representatives as needed to coordinate activities, discuss problems, policy changes or observations that each agency might have.

Through coordination with local law officials, resident council, and Housing Authority's Resident Services Coordinator, the contractor will develop and implement site-specific strategies to reduce reported incidents of crime at the site. Progress of the strategies will be monitored through crime statistics and other reports. The contractor will identify and adjust ineffective crime prevention/intervention strategies with the Resident Service Coordinator. These strategies will make up a strategic plan of action for reducing crime in Wyandotte Towers. The plan will be submitted one month after commencement of this contract and reviewed on a quarterly basis.

#### **RECORD KEEPING REQUIREMENTS:**

**LOGS-** An hour-by-hour log shall be kept for all activities taking place during each shift.

**INCIDENT REPORTS-** A report shall be filed with the Housing Authority Resident Services Coordinator for all incidents of suspected criminal activity and/or disturbances within 24-hours of occurrence.

**CRIME STATISTICS-** The contractor will provide crime statistics as requested by the Security Coordinator.

**ARTICLE VI. PERFORMANCE OF SERVICES.** The services to be rendered by the contractor under this agreement shall consist of on-site security at Wyandotte Towers, and possibly the adjoining buildings on the property owned by the Housing Authority as requested by the Resident Services Coordinator and/or the Executive Director. The contractor agrees to account for all revenues and expenditures in a manner, which will facilitate the ready identification of all incurred and billable costs. Also, the Housing Authority must have access to all billable hours (payroll time-sheets, etc.)

**ARTICLE VII. SPECIAL CONDITIONS.** Notwithstanding the above, neither party may terminate this contract without just cause.

**IN WITNESS WHEREOF,** the parties have thereto caused this instrument to be executed in four (4) counterparts as of the day and year first above written.

**ATTEST:** (Security Company Name)

Witness: \_\_\_\_\_ By \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fed. I.D. #: \_\_\_\_\_

**KANSAS CITY, KANSAS HOUSING AUTHORITY**

By: Milton Scott, Deputy Director  
1124 N.9<sup>th</sup> Street  
Kansas City, Kansas 66101

## **SCHEDULE “B”**

### **Holidays**

New Years Day  
Martin Luther King day  
Presidents’ Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran’s Day  
Thanksgiving Day  
Christmas Day