



Security Service Agreement

This Security Services Agreement (“Agreement”) is entered into by and between Last Watch Security LLC (“Provider”) and Town of Cottage City (“Client”) for the provision of overnight security patrol services.

1. Details:

Service Location:

Town of Cottage City, Maryland

Service Type:

Dedicated Overnight Residential Patrol Services

Service Schedule:

Initial discussions have contemplated overnight patrol coverage from 11:00 PM to 7:00 AM, seven (7) days per week, unless otherwise agreed to in writing by both parties.

Personnel and Equipment:

One (1) dedicated uniformed security officer assigned to a marked patrol vehicle, unless otherwise agreed to in writing by both parties.

2. Scope of Services:

The Provider shall furnish professional security personnel to conduct active patrols throughout the Town of Cottage City, with a primary focus on residential neighborhoods and areas identified by the Client.

Services include, but are not limited to:

- Conducting proactive patrols throughout designated residential areas,
- Providing a visible deterrent presence using a marked patrol vehicle,
- Monitoring suspicious activity, trespassing, theft, vandalism, or other criminal activity,
- Paying particular attention to vehicle-related crimes, including stolen vehicles and attempted vehicle thefts,

- Observing and reporting suspicious persons, vehicles, or activity,
- Responding to residents' concerns when appropriate,
- Coordinating with Cottage City Police Department, when necessary,
- Documenting incidents, patrol activity, and notable observations, and
- Providing daily activity logs and incident reports to designated Town representatives.

2.1 Patrol Expectations

Security personnel shall remain actively engaged in patrol duties throughout the shift and shall not remain stationary except as reasonably necessary for observation, report writing, breaks, vehicle fueling, or response to incidents.

Patrol routes, emphasis areas, and reporting requirements may be adjusted periodically by mutual agreement based on crime trends, resident concerns, seasonal activity, or direction from the Client.

2.2 Use of Force and Authority Limitations

Security personnel provided under this Agreement are not law enforcement officers and have no authority to arrest, detain, or use force except as permitted by applicable law.

Security personnel shall prioritize observation, reporting, visible presence, verbal engagement, and immediate notification to law enforcement when appropriate.

Any use of physical force shall be limited to reasonable force solely in self-defense or defense of others when necessary.

Nothing in this Agreement shall be construed as requiring security personnel to physically intervene in criminal acts, violent incidents, or confrontations.

2.3 Personnel Assignment and Substitution

The Provider reserves the right to assign and substitute qualified security personnel as necessary due to illness, emergency, scheduling changes, call-outs, or operational needs. As time allows, any substitution requires prior written notice to the Town and confirmation that the replacement officer meets all Maryland State Police certification, background-check, and training requirements.

2.4 Qualifications of Personnel

All security personnel shall be fully certified by the Maryland State Police as security guards, shall have successfully completed a fingerprint-based background check (i.e., Livescan), and shall maintain current training. Provider shall provide proof of certification upon request.

2.5 Performance Standards and Remedies

If coverage is not provided for any full shift, the Town may deduct 100% of that shift's cost or receive a credit. Repeated failures (3 or more missed shifts in any 30-day period) constitute a material breach allowing immediate termination.

3. Term of Agreement:

This Agreement shall commence on _____ ("Effective Date") and shall continue on an ongoing basis unless terminated in accordance with this Agreement.

4. Fees and Payment

Terms: **Hourly Rate:**
\$31.00 per hour

The hourly rate includes one dedicated security officer and one marked patrol vehicle.

Billing:

Services will be invoiced on a monthly basis unless otherwise agreed to in writing.

Payment Terms:

Invoices are due within thirty (30) days of receipt.

The Provider reserves the right to suspend services for non-payment.

4.1 Additional Services

Any request for additional officers, special event coverage, traffic control, holiday coverage, emergency response, extended hours, or expanded patrol areas shall require advance written notice and mutual written agreement.

Rates for such services may differ from the standard patrol rate.

5. Client Responsibilities:

The Client agrees to:

- Identify any areas of concern, crime trends, or special patrol priorities,
- Provide any post instructions (i.e., written, site-specific directions), maps, or contact information reasonably necessary for service delivery,
- Notify the Provider of community events, elevated risks, road closures, or unusual circumstances that may impact patrol operations, and
- Designate a primary point of contact for communication regarding services.

6. Termination Policy:

Either party may terminate this Agreement for convenience with thirty (30) days' written notice.

The Provider may terminate this Agreement immediately in the event of:

- Non-payment,
- Unsafe working conditions,
- Illegal activity,
- Material breach of this Agreement, or
- Conditions that require a level of staffing, equipment, or law enforcement response beyond the scope of this Agreement.

7. Limitation of Liability:

Notwithstanding any other provision in this agreement, the Provider shall have liability for any damages arising out of its gross negligence, willful misconduct, or intentional acts. Nothing in this agreement shall limit the Provider's liability for such acts. Consequential damages are not waived. The Client acknowledges that security services are intended to reduce risk and deter criminal activity, but the Provider does not guarantee that crimes, losses, or incidents will not occur.

8. Indemnification:

The parties agree to mutual indemnification. Each party shall indemnify, defend, and hold harmless the other party, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to its own negligence, willful misconduct, or breach of this agreement.

In addition, the provider shall indemnify the Town for any claims arising from the provider's (or its employees') acts, omissions, failure to perform, or violations of law. This indemnification shall survive termination of this Agreement.

9. Insurance:

The Provider shall always maintain the following insurance with minimum limits:

- Commercial general liability: \$1,000,000 per occurrence / \$3,000,000 aggregate,
- Automobile liability: \$1,000,000, and
- Workers' compensation: statutory limits.

The Provider shall name the Town of Cottage City, its officers, employees, and agents as additional insured on all policies. A certificate of insurance meeting these requirements shall be provided to the Town prior to the start of services and annually thereafter.

10. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

10.1 Venue and Jurisdiction:

Any legal action arising out of or relating to this Agreement shall be brought exclusively in the courts located within the State of Maryland.

11. Additional Provisions

11.1 No Assignment

This agreement may not be assigned or subcontracted without the Town's prior written consent.

11.2 Audit Rights

The Town may audit the provider's records related to billing and service delivery upon ten (10) days' written notice.

11.3 Force Majeure

Neither party shall be liable for delays caused by events beyond its reasonable control (such as acts of god, war, or government action), provided prompt written notice is given and the affected party uses reasonable efforts to resume performance. Payment obligations are not excused.

12 Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations. Any modifications must be in writing and signed by both parties.

Client Information:

Name: _____

Address: _____

Phone: _____

Email: _____

Authorized Representative Signatures:

TOWN OF COTTAGE CITY

Client Signature: _____ Date: _____

LAST WATCH SECURITY LLC

Provider Signature: Edwin Johnson Date: 04/01/2026