

STATE OF TEXAS

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COUNTY OF FORT BEND

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AGREEMENT FOR SECURITY SERVICES

(Utilizing Choice Partners Purchasing Cooperative Contract No. 22/047 MR)

This Agreement ("Agreement") is made and entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the state of Texas, and BLUE KNIGHT SECURITY, LLC ("Contractor"), a limited liability company duly authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Contractor is a company which provides security guard services in the Greater Houston area; and

WHEREAS, County desires for Contractor to provide such security guard services for the benefit of County pursuant to Choice Partners Contract No. 22/047 MR; and

WHEREAS, Contractor represents that it is qualified and desires to provide such Services to County; and

WHEREAS, this Agreement is not subject to competitive bidding requirements pursuant to Section 271.102 of the Texas Local Government Code which authorizes County's participation in a cooperative purchasing program; and

WHEREAS, Section 262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation.

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Contractor shall provide Security Guard Services (the "Services") at the Fort Bend County Tax Offices located in Richmond, Texas and Sugar Land, Texas, pursuant to Choice Partners Contract No. 22/047 MR, and as further described in Contractor's Response to Request for Quote ("Contractor's Quote") attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes.
3. **Term.** The Parties agree that this Agreement is effective as of October 1, 2022 and shall terminate at 11:59 pm on September 30, 2023, unless sooner terminated in accordance with this Agreement. The Parties acknowledge and agree that Services were and will be

supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties. This Agreement may only be renewed by written instrument executed by both Parties.

4. **Compensation and Payment Terms.** Contractor shall be paid at a rate of \$32.00 per hour for an armed guard during regular business days, and at a rate of \$48.00 per hour during holidays.
- (a) The Maximum Compensation to Contractor for the Services provided under this Agreement is One Hundred Thirty Three Thousand One Hundred Twenty and 00/100 Dollars (\$133,120.00) calculated as follows:
 - (i) **Rate for 1 Armed Security Guard:**
Rate of \$32 per hour at 40 hours per week = \$1,280.00 per week. Rate of \$1,280.00 per week multiplied by 52 weeks = \$66,560.00 per year.
 - (ii) **Total Compensation for 2 Armed Security Guards:**
Rate of \$66,560.00 per year multiplied by 2 = \$133,120.00
 - (b) In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without a County approved change order.
 - (c) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (d) County does not waive the Service Guarantee provided by Contractor, but that all performance of the Scope of Services above by Contractor including any changes in said Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
 - (e) County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services above, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30)

calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation provided to Contractor for performance of the Scope of Services described in Section 2 above is One Hundred Thirty Three Thousand One Hundred Twenty and 00/100 Dollars (\$133,120.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Thirty Three Thousand One Hundred Twenty and 00/100 Dollars (\$133,120.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thirty Three Thousand One Hundred Twenty and 00/100 Dollars (\$133,120.00).
6. **Taxes.** County is a political subdivision of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
7. **Indemnity.** **CONTRACTOR HEREBY AGREES THAT IT WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, SUITS, OR CAUSES OF ACTION, WHETHER FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY ACTION OR FAILURE TO ACT BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS WITH RESPECT TO CONTRACTORS PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. CONTRACTOR FURTHER AGREES TO PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AND LIMITS OF LIABILITY AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**
8. **Insurance.** Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance in accordance with the laws of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (d) Business Automobile Liability insurance applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

9. **Applicable Law.** The laws of the state of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.
10. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed

by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
12. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor or agent of Contractor who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Contractor shall comply with, and ensure that all Contractor's Personnel comply with, all rules, regulations and policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

13. **Confidential and Proprietary Information.** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the

Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

14. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County:

Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

And

Fort Bend County Purchasing
Attn: Purchasing Agent
301 Jackson Street
Richmond, Texas 77469

If to Contractor:

Blue Knight Security, LLC
411 N. Sam Houston Pkwy E.
Suite 375
Houston, Texas 77060

15. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Upon termination of this Agreement by County, Contractor shall be in accordance with Section 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor by County.
16. **Right to Inspect Books and Records.** Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years.
17. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
18. **County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code or of any record retention laws.

19. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
20. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
21. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
23. **Conflict.** In the event of a conflict between the Exhibits attached hereto, the Cooperative Contract, or the terms of this Agreement, this Agreement shall prevail.
24. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- 25. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 26. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
- 27. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective October 1, 2022.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

BLUE KNIGHT SECURITY, LLC

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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BLUE KNIGHT SECURITY LLC

411 N. Sam Houston Pkwy E.
Suite 375, Houston, Texas 77060

**RESPONSE TO
REQUEST FOR QUOTE
Fort Bend County**

To Paul Herrera

Reference Fort Bend County Locations

Scope/Term Blue Knight Security, LLC will provide on-site security customized with specific needs of the referenced tax office, 5 days a week 9 hours per day with 1 hour 40 hours per week with an Armed Security Officer at both locations.

Certifications SBA Certified-SB, WOSB, Minority Owned, VOSB, SBE, WBE, MBE, PDBE, Certified With City of Houston, Metro Transit Authority SBE, Hire Houston First, and Port of Houston SBE Certified.

License # B20338

NAICS Code 561612

SIC Code 7381

Service Areas Texas

Security Quote Armed Officer rate per contract with Choice Partners #22/047MR
8am-5pm Mon-Fri \$32.00/hourly from October 1, 2022 to September 30, 2023.
*Prices will change when holidays occur at \$48.00/hourly
Time and a half.

Company Profile In a highly competitive field, Blue Knight Security LLC excels in surpassing the standards of what a security guard company consists of in the industry today. Founded in 2015, Blue Knight is headquartered in Houston, Texas with another office opening in Frisco, Texas. Blue Knight is a Minority, Veteran Owned Small Business. The founder, Marilyn O'Hara, is a 16 year Veteran, Armed/Unarmed Officer, Personal Protection Officer (PPO), in which we are staffed with all. Blue Knight Officers' leadership abilities and training surpasses any of our competitors. Our security officers have yearly field training and continuous on-the-job training to ensure that they are always attentive to detail. Our extensive experience in hostile environments and our use of elite security professionals also ensure top-notch service, which gives us the edge over our competitors. Blue Knight provides superior security services to federal, state, commercial, industrial, professional and all other types of businesses. With Blue Knight, you can reach a live officer at any time of the day or night with any questions or concerns. Whatever type of protection you need, Blue Knight has the capability to handle it at any level of security. Blue Knight's leadership abilities, expertise, quality work ethics, values, morals and high regard for safety with our clients show that "We provide a service that others only promise."

Contact Marilyn R. O'Hara
Phone: (832) 405-4211
marilyn@blueknightsecurity.biz

EXHIBIT A