

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RENEWAL OF AGREEMENT FOR SECURITY SERVICES

(Utilizing Choice Partners Purchasing Cooperative Contract No. 22/047 MR-R1)

This Renewal of Agreement for Security Services ("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 to renew the Agreement for Contractor to provide such security guard services for the benefit of various Fort Bend County Tax Office locations within the county pursuant to Choice Partners Contract No. 22/047 MR-R1; 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 Office Branches located at Richmond, Sugar Land, Missouri City Annex Tax, and Katy Annex, pursuant to Choice Partners Contract No. 22/047 MR-R1, and as further described in Contractor's Response to Request for Quote Proposal #017-2023 and Master Services Agreement, attached hereto as Exhibit "A-1" and incorporated by reference for all intents and purposes.

3. **Term.** The Parties agree that this Agreement is effective as of October 1, 2023 and shall terminate at 11:59 pm on September 30, 2024, 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 each armed guard during regular business days, and at a rate of \$48.00 per hour per each armed guard during holidays.
 - (a) The Maximum Compensation to Contractor for the Services provided under this Agreement is Two Hundred Sixty-six Thousand Two Hundred Forty and 00/100 Dollars (\$266,240.00) 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 for 4 Armed Security Guards:**
Rate of \$66,560.00 per year multiplied by 4 = \$266,240.00 per year.
 - (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-1."
 - (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 Two Hundred Sixty-six Thousand Two Hundred Forty and 00/100 Dollars (\$266,240.00). 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 Two Hundred Sixty-six Thousand Two Hundred Forty and 00/100 Dollars (\$266,240.00) 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 Two Hundred Sixty-six Thousand Two Hundred Forty and 00/100 Dollars (\$266,240.00).
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 paid 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 this Agreement and the Exhibit(s) attached hereto, this Agreement shall prevail to the extent of the conflict. In the event of a conflict between this Agreement and the attached Exhibit(s) with the Cooperative Purchasing Contract, then the Cooperative Purchasing Contract shall prevail to the extent of the conflict.
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.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective October 1, 2023.

FORT BEND COUNTY, TEXAS

BLUE KNIGHT SECURITY, LLC

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk



Authorized Agent – Signature

Marilyn R. O'Hara

Authorized Agent- Printed Name

Owner

Title

11/9/23

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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11.30.23)

EXHIBIT A-1



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	Missouri City Annex and Katy Annex Tax Offices
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-R1 8am-5pm Mon-Fri \$32.00/hourly from November 27, 2023 to September 30, 2024. *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

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

**(Phone) 832-405-4211
(FAX) 281-448-3136
marilyn@blueknightsecurity.biz**

SECURITY GUARD PROPOSAL

November 9, 2023

Prepared for:

**Ms. Marcy Prock
Sr. Administrative Coordinator
Fort Bend County Tax Office
1317 Eugene Heimann Circle
Richmond, TX 77469-3623**

Choice Partners: 22/047MR-R1

Prepared by:

**Marilyn R. O'Hara
Owner/Manager**

Proposal Number: 017-2023

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When you choose Blue Knight Security, LLC, you're choosing a full-service security guard company that takes pride in meeting and going beyond the expectations of our clients by offering outstanding Commissioned, Noncommissioned security officers and Personal Protection Officers with guard services to protect you and your business. Specializing in custom security plans to fit your specific situation and location. Our security officers are highly trained and experienced, with yearly refresher courses and continuous on-the-job training to ensure our security officers are always "on their toes" for our clients' needs.

Because we stand behind our clients to help ensure the utmost in Commissioned, Noncommissioned and Personal Protection Officers with security guard protection and personal protection, we are in constant communication with our clients to always ensure full satisfaction (you can reach a live person at any time of the day or night with any questions or concerns).

Not only are you getting a top-notch security guard company, but a company that has a growing reputation for quality, professional and dependable service. The owner is a 16-year military veteran that has served in the United States Air Force, Air National Guard, United States Air Reserve and the United States Army with most of her time spent in the MP (military police) units and officer training. She has achieved many honors, awards and medals which add to her assets of having a bachelor's degree in international business, General Business and Human Resources. Not only is she a personal protection officer (bodyguard) and a member of Jewelry Security Alliance, has also worked as a Commissioned, Noncommissioned security Officer and Personal Protection Officer. However, working for multiple security companies, she noticed there was something missing in the services being provided and decided to open her own security guard company knowing that she could provide what others only promised.

Whether your security needs range from basic to complex, Blue Knight Security, LLC can and will get the job done.

If you want quality and not just a body at a post choose Blue Knight Security LLC, our actions speak for itself.

"We provide a service, that others only promise"

Service Address: **Missouri City Annex Tax Office**
 307 Texas Parkway Suite 113
 Missouri City, TX 77489

Katy Annex Tax Office
22333 Grand Corner Drive Suite 101
Katy, TX 77494

Service Hours: **5 days a week**
 Monday- Friday hours opened

Potential Service Duties: **Blue Knight Security LLC will provide on-site security customized with this project from vandalism, trespassers and anyone that does not suppose to be on property pertaining to the specific needs of client.**

Daily Activity Report (DAR) done.

Scan Points for clocking in and out will be on site for officer and 2 scan points in buildings.

Incident Reports: Will be provided same day.

Response Team: Call 911 for police assistance if needed.

Service Option A: Commissioned Officers

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SERVICE	HOURLY RATE	WEEKLY HRS	WEEKLY INVESTMENT
Commissioned Security Officer	\$32.00	00	00.00
Sales Tax (8.25%)	00.00	00	00.00
TOTAL WEEKLY INVESTMENT	\$32.00	00	00.00

SERVICE	HOURLY RATE	TOTAL HRS	WEEKLY INVESTMENT
Non-Commissioned Officer Service	28.00	00	00.00
Sales Tax (8.25%)	00.00	00	00.00
TOTAL WEEKLY INVESTMENT	28.00	00	00.00

Service Option B:
Non-Commissioned

Officers

Service Option C: Personal Protection Officers

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SERVICE	HOURLY RATE	WEEKLY HRS	WEEKLY INVESTMENT
Police Officer	\$65.00	00	\$ 0.00
Sales Tax (8.25%)	\$00.00	00	\$ 0.00
TOTAL WEEKLY INVESTMENT	\$65.00	00	\$ 0.00

Service Option A: Commissioned Officer (1) per shift.

or

Service Option B: Non-Commissioned Officer (0) per shift.

Service Option C: Police Officer (0) per day.

Terms:

Contract start date – November 27, 2023.

Contract is for the duration of the contract.

Payment will be monthly; invoice will be provided at the end of each month.

Client may pay by check or direct deposit payment is due 15 days after invoice.

Overdue payments are subject to a 5 percent per annum late charge.

Authorized Signature

Printed Name

Title

____ / ____ / ____
Date

Blue Knight Security, LLC.
411 N Sam Houston Pkwy E Suite 375 Houston, TX 77060
Office: (832) 405-4211/Fax: (281) 448-3136

Service Agreement

It is understood and agreed that Blue Knight Security, LLC is neither a guarantor nor an insurer of the safety of persons or property. Client shall maintain its own liability and property insurance at Client's expense. Sums paid to Blue Knight Security, LLC by Client are based upon the value of services offered and not based on the value of the property belonging to Client or to other property located at Client's premises. Blue Knight Security, LLC is being paid hereunder for security services designed to deter certain risks of loss and/or injuries resulting there from, which the service is designed to detect or avert.

Client Compliance with Applicable Statutes, Ordinances and Regulations

Company shall have no responsibility for ensuring Client's compliance with such applicable Federal, State, County and City health and safety statutes, ordinances and regulations.

Payment

Payment is due upon agreed terms in the proposal. Late fees as indicated on the proposal will be charged on all past due amounts. Blue Knight Security, LLC reserves the right to suspend services to any or all projects due to noncompliance of payment terms. Rush and the Holidays of Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day are billed at the rate of one and one half, times the regular rate.

Insurance

Blue Knight Security, LLC will keep in force insurance as required by law and by the state, at all times during the term of this Agreement in the following amounts:

Commercial General Liability Limit: \$1,000,000.00 each occurrence / 2,000,000.00 General Aggregate each occurrence Workers Compensation Statutory provision, Damage to premises 100,000 / Personal & Advertising Injury 1,000,000 Products - Comp/OP Aggregate 1,000,000, Automobile Hired/Non-Owned Auto Liability \$1,000,000 each occurrence. Umbrella/Excess Liability \$1,000,000 each Occurrence.

Security Guard's Agency

All security guards of Blue Knight Security, LLC will be the sole employees of Blue Knight Security, LLC and will at any time while on post or on duty be subject to direct supervision and inspection (by law) and control of Blue Knight Security, LLC. Blue Knight Security, LLC will have sole responsibility of paying salaries, taxes (including but not limited to federal, Social Security, Federal and State Unemployment taxes) and all other expenses relating to each such employee of the Security Service. Client agrees not to discuss company procedures, payroll, proprietary information or other matters that do not include employees agreed upon duties, duty related issues, or act as mediator, sounding board or agent in or during contract negotiations, contract extensions, contract terminations or other matters regarding Blue Knight Security, LLC's employees and Blue Knight Security, LLC. All company related discussions must be referred to Blue Knight Security, LLC.

Hiring Blue Knight Security, LLC Employees Prohibited

The Client will not during the term of this Agreement and/or for a period of at least one (1) year after the termination of this Agreement or after Blue Knight Security, LLC's termination of employee; hire, solicit, discuss hiring Blue Knight Security, LLC's employees for Client's own employment as a security officer. Should Client hire any employee of Blue Knight Security, LLC in contravention of this provision (without written waiver by Blue Knight Security), Blue Knight Security, LLC shall have the right to pursue all remedies available at law or in equity.

Security Officer Conduct

Blue Knight Security, LLC Officers must adhere to all applicable State laws governing Security as established by the Texas Department of Public Safety Security Board, The Texas Penal Code, Federal laws and Blue Knight Security, LLC company policies.

Uniform and Equipment

Blue Knight Security, LLC employees will be uniformed in Blue Knight Security, LLC and Texas Department of Public Safety Security Board authorized uniforms and equipment to perform the security services.

Services Provided

Blue Knight Security, LLC attests that it is a Guard Company as defined by OCC §1702.108 and OCC §1702.201-206: A person acts as a guard company for the purposes of this chapter if the person employs an individual described by Section 1702.323(d) or engages in the business of or undertakes to provide a private watchman, guard, or street patrol service on a contractual basis for another person to:

- (1) prevent entry, larceny, vandalism, abuse, fire or trespass on private property
- (2) prevent, observe or detect unauthorized activity on private property
- (3) 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 property
- (4) protect an individual from bodily harm including through the use of a personal protection officer; or
- (5) perform a function similar to a function listed in this section

Scope of Duties

Under any of the duties to be performed it is understood that Blue Knight Security, LLC and Blue Knight Security, LLC employees are not experts in any mechanical, electrical or facility operations or devices.

Personal Protection Officer

An individual act as a Personal Protection Officer while carrying a firearm, provides to another individual personal protection from bodily harm.

Non-Commissioned Officer

This officer's duty is to only observe and report.

Commissioned Security Officer

This officer is commissioned by the State of Texas Private Security Board and will perform duties only allowed by Law. The duty of this officer will be to deter criminal activity, to detain individuals when a crime has occurred in their presence or view. To enforce property rules by verbal warning and written reports to you, the Client.

Patrols

All Patrols will not include pursuits of individuals/actors off site of client unless a felony pursuit and is authorized by the supervisor. All incidents will be reported on an incident report. All unlocked doors will be reported when discovered. In no way does Blue Knight Security, LLC guarantee that any unlocked door will be discovered nor warrant the effectiveness of the locks utilized by the Client.

- a) **Foot Patrol:** The officer will make patrols of the designated site. The patrols will be in intervals and a report will be written in hourly increments. This officer will be allowed to take breaks in 30 minutes intervals in extreme weather conditions (i.e. below 40 degree and above 90 degrees weather, hurricane, thunderstorm and tornado weather conditions). If a Golf Cart is to be utilized, the officers' duties will be to park the golf cart in the designated area by the Client. Blue Knight Security, LLC will not be liable for damage, theft or any other unforeseen occurrence to the golf cart.

b) Mobile Patrols:

- i. Random** - The commissioned officer will make random patrols from a marked patrol unit on your property for 10 to 15 minutes in length for each patrol. This officer will only be able to act in accordance with the duties of a Commissioned Security Officer listed above. The mobile patrol may suspend on nights or days where extreme weather conditions may cause an imminent danger to the officer or the Patrol unit. On one of the patrols, the officer will walk your property and check the exterior door of the office of building.
- ii. Designated** - The Commissioned Officer or Non-Commissioned Officer will make patrols from a marked patrol unit on your property for a specified length of time. This officer will only be able to act in accordance with the duties of a Commissioned Security Officer or Non-Commissioned Officer listed above. The mobile patrol may suspend on nights or days where extreme weather conditions may cause an imminent danger to the officer or the Patrol unit.

Alarm Response

This is a response to your site from the Client or the Client's Alarm monitoring Company. The response will include a patrol of the exterior of the building. This will not include a search of the premise unless authorized by the Client via phone call and additional Blue Knight Security, LLC personnel are on scene. The Client will have the obligation to answer the call and respond accordingly to secure the site. Failure to secure the site will release Blue Knight Security, LLC from any liability subsequent to the reporting of the incident to the Client. Blue Knight Security, LLC will not warrant any cure of the site by any third party. Blue Knight Security, LLC officers will and are not experts in mechanical or construction matters and will be precluded by company policy to take such action.

Client Compliance with Applicable Statutes, Ordinances and Regulations

Shall have no responsibility for Client's compliance with any applicable Federal, State, County and City health and safety statutes, ordinances and regulations, hereby disavows any responsibility for ensuring Client's compliance with such statutes, ordinances and regulations.

Each party agrees as "Indemnitor"

- a.** to indemnify, defend and hold harmless with its respective affiliates, owners, directors, employees, agents, representatives, successors and assigns (collectively the "Indemnitee")
- b.** from and against any and all claims, demands, damages, judgments, suits, allegations, actions, or causes of action, including but not limited to attorney fees and cost of expenses of defense ("Liabilities") which the Indemnitee may sustain or incur
- c.** arising out of or related to any physical injury to, or death of any person or persons regardless of status, and damage to or destruction of any tangible property
- d.** to the extent such Liabilities result from the sole negligence or willful misconduct of the Indemnitor,

Where both parties are found liable or otherwise apportioned liability, by a judge or jury, for the plaintiff(s)' damages related to that claim or cause of action, each party shall be responsible to pay its apportioned share of the Liabilities.

NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Liability

It is understood and agreed that Blue Knight Security, LLC is not a liability or security insurer, that liability insurance shall be obtained by Client; that the payments provided for herein are based on the value of the security guard services as set forth in the Agreement and are unrelated to the value of the Client's property or the property of others located on the Client's premises; Blue Knight Security, LLC makes no guaranty or

warranty, including any implied warranty of merchantability or fitness that the security services supplied will avert or prevent occurrences or the consequences there from which the security service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to service, monitoring or the resulting loss to Client because of, among other things:

1. The uncertain amount of or value of the Client's property or the property of others kept on premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the service is designed to detect or avert;
2. The uncertainty of the response time by of any Police or Fire Departments should the Police or Fire Departments be dispatched as a result of an occurrence.
3. The inability to ascertain what portion, if any, of any loss would be proximately caused by Blue Knight Security, LLC's failure to perform.
4. The nature of the service to be performed by Blue Knight Security, LLC.

Except for each party's indemnification and obligations, each party's liability to each other arising out of or related to this Agreement will not exceed the lesser of actual damages or \$2,000,000 (Two Million dollars). Liabilities limited by the preceding sentence include, without limitations, liability for negligence. In no event will either party be liable to the other for any consequential, indirect, special, incidental or punitive damages.

Attorneys and Choice of Law

Any party to this Agreement who is the prevailing party in any legal proceeding against the other party brought under or with relation to this Agreement or this transaction shall be additionally entitled to recover courts costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including deposition travel and witness costs, from the non-prevailing party. This agreement shall be governed and construed in accordance with the laws of the state of Texas.

General Procedures

All fees involved in hiring a Compliance Company to facilitate vendor compliance will be the sole responsibility of the Client, unless otherwise agreed upon. Mobile patrol service: In the event mobile patrol service is required to remain on site to secure Client property more than 30 minutes, Client agrees to be billed 1 hour increments at a rate of \$37.50 per hour while on site. False alarms, rents, utilities, phone service and calls made are the sole responsibility of the Client. All supervisors who arrive on property will be commissioned. In the event we are unable to place a stationed officer at your post, we will substitute with random mobile patrols at \$15.00 per patrol and adjust your bill accordingly. If we are delayed in starting at your scheduled time, we will work the difference to avoid any lapse in time coverage.

Entire Agreement

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative; the remainder of this Agreement shall remain operative and binding on the parties. Failure to comply with the terms of this Agreement may result in suspension and/or terminations of service and this contract. No verbal understanding, agreements, purchase orders, work orders or other documents shall alter change or modify the terms and provisions of this Agreement unless agreed in writing. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. There are no other oral or written representations between the parties.

Assignability

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party without the prior written consent of the other party; provided that a party may (i) assign this Agreement to any entity that acquires all or substantially all of such party's assets or its business that is the subject hereof, or (ii) upon written notice to the other party, assign this Agreement to any entity that is owned or controlled by such party.

Construction and Interpretation

This Agreement will in all events be construed as a whole, according to its fair meaning and not strictly for or against a party merely because that party (or the party's legal representative) drafted the Agreement. The headings, titles and captions contained in this Agreement are merely for reference and do not define, limit, extend or describe the scope of this Agreement or any provision herein. Unless the context requires otherwise (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, neuter and (b) the word "including" means "including, without limitation".

Further Assurances

In connection with this Agreement and the transactions contemplated hereby, each party to this Agreement will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform its obligations under this Agreement and the transactions contemplated hereby.

Representation on Authority of Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.



Authorized Signature

Marilyn R. O'Hara

Printed Name

Owner
BLUE KNIGHT SECURITY, LLC

Title

11 / 09 / 2023
Date