



BLACK KNIGHT PATROL
505 S Pacific Ave Suite 201, San Pedro, CA 90731

SECURITY SERVICES AGREEMENT

This Agreement is made effective September 15, 2020 by and between BLACK KNIGHT PATROL INC. ("BKP") and the County of Ventura ("Client").

The Parties Agree as Follows:

Client requests that BKP furnish Client, on the terms and subject to the conditions of this Agreement, the services of BKP'S security personnel ("Security Officers") and related equipment at locations where Client operates One Stop/Care Pods events throughout Ventura County ("Premises").

The rates to be paid by Client to BKP for services are set forth in the Billing Rates section of this Agreement. BKP is providing such services and equipment subject to all of the terms and conditions hereof.

This Agreement shall not be binding on either party unless accepted in writing by an authorized agent of both parties and is terminable at any time without cause by either party upon thirty (30) days of written notice to the other party.

SECURITY SERVICE –

The services to be rendered under this Agreement by BKP shall be in conformity with written operating procedures ("Post Orders") mutually agreed upon by Client and BKP. If, at the request of Client, Security Officers are assigned duties other than those agreed to by BKP, Client shall assume any and all liability arising therefrom. Post Orders are subject to change as required by Client and must be communicated to BKP in writing. BKP will remove from service, as soon as a qualified replacement is available, any officer who, in BKP's opinion, is not qualified to perform the work assigned.

If Client takes exception to any services performed hereunder or claims that BKP has failed to perform any services, such exception or claim must be submitted in writing to BKP within ten (10) business days or services in question shall be deemed accepted by Client.

PERSONNEL –

Client authorizes and empowers BKP's personnel, including but not limited to Security Officers, to enter onto and into the Premises for the purpose of rendering services pursuant to this Agreement and all other purposes and activities reasonably related thereto. Client warrants and represents that it is in legal possession of the Premises, or that it is duly authorized to enter into this Agreement and make the authorization set forth in this paragraph, on behalf of the person or entity in legal possession of the premises.

All Security Officers and other personnel of BKP are the employees or agents solely of BKP, and not the

Client. BKP reserves the right to hire, suspend, discipline or discharge any and all of its Security Officers and other personnel. If Client is dissatisfied with the services of a particular Security Officer and if Client notifies BKP, in writing, of its dissatisfaction, BKP shall endeavor to replace such Security Officer with another Security Officer as soon as practicable. BKP is acting solely as an independent contractor.

If Client employs any person who has been employed by BKP within one hundred and twenty (120) days following the last day BKP employed such person, Client agrees to pay BKP forthwith the sum of Three Thousand Dollars (\$3,000.00) per person to cover BKP recruitment, screening and training costs, as liquidated damages, and not as a penalty. Further, Client's violation of this provision shall constitute a material breach of this Agreement.

If additional personnel/coverage is desired by Client after the rate effective hereof, the rate to be charged hereunder will be agreed to at that time.

PROTECTIVE CLOTHING -

Unless otherwise requested by Client, Client understands that Security Officers shall be equipped with uniforms and apparel that are conventional wearing apparel only, and that the rates and charges as set forth under "Rates" are based upon Security Officers being equipped with conventional wearing apparel. Uniforms and apparel are not designed as protective clothing, are not flame retardant or acid resistant, and do not provide barrier protection for chemicals or other hazardous materials.

STRIKE COVERAGE -

Due to the nature of labor disputes, this contract does not provide Security Officer Coverage for strikes. Should the need arise to provide Client with strike coverage, a separate contract and pricing must be negotiated.

BILLING, TERMS AND RATES -

Client hereby agrees that BKP shall have the right to increase the hourly rates provided for herein at any time or times after the expiration or one (1) year from the effective date of this Agreement, upon giving Client written notice thirty (30) days in advance of the effective date of such increase. If Client desires not to pay such increased charge, Client must notify BKP in writing ten (10) days prior to the effective date of any such increase. Failure by Client to give BKP such notice shall be deemed agreement by Client to the increased rates. Notwithstanding anything to the contrary herein, in the event the direct labor cost of BKP is increased by virtue of any increase in state or federal minimum work rates, other legislation, regulation or taxes, BKP may increase its rates to reflect such increase. In addition, the rates may be increased in the event of any strike or emergency conditions which render the services more difficult to provide.

PROPERTY -

Client acknowledges and agrees that this Agreement is for the providing of services only, that all equipment furnished by BKP pursuant to this Agreement shall be for the use of BKP's personnel, that title and possession of such equipment shall remain in BKP at all times, and that the personnel of BKP may enter onto and into the Premises at any time for the purpose of removing any or all such equipment. Removal of any or all such equipment shall be without prejudice to the rights of BKP to the collection of all amounts due under this Agreement.

LIMITS OF LIABILITY -

Client acknowledges that BKP is not an insurer, and that the security services provided hereby do not constitute maximum security or guarantee the security of any persons or property. The security services are intended to act only as a deterrent and to provide only a degree of security to carry out the written operating procedures or Post Orders. The amounts payable to BKP under this Agreement are not based upon the value of the Client's property, nor the property of others located in or about Client's Premises. The

services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder shall create or be deemed to create any rights in any other party as a third-party beneficiary. Client agrees to defend, indemnify, and hold BKP harmless against any and all claims by such third parties related to or in connection with the security services provided under this Agreement or arising from injury or damage to persons or property at the Premises, unless claims are attributable to the negligence or intentional misconduct of BKP. BKP shall maintain Workers' Compensation Insurance covering its Security Officers and other personnel engaged in the furnishing of services under this Agreement. In addition, BKP shall maintain for its own protection Comprehensive General Liability and Automobile coverage in the amounts required by Client. BKP shall not be liable for any claim, demand or liability resulting in whole or part from any negligent or willful act of Client, or any of Client's employees, officers, directors or representatives. The defense and indemnity obligations of Client set forth herein shall survive the expiration or termination of this Agreement.

TERM AND TERMINATION AND RIGHTS –

The term of this Agreement will commence on September 15, 2020 and be in effect through June 30, 2021, unless earlier terminated pursuant to the terms and conditions set forth herein. This Agreement may, upon mutual agreement, be extended for additional one (1) year periods. Continuation of the Agreement is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, Client may terminate this Agreement upon thirty (30) days of written notice to BKP and BKP will relieve Client of any further obligation hereunder, with the exception of any applicable defense and indemnity obligations under this Agreement.

If Client shall fail to pay any amount hereunder within thirty (30) days after the same is due and payable, or if Client shall fail to perform any other provision hereof within ten (10) days after BKP shall have requested in writing the performance thereof, BKP shall have the right, without prior notice to Client, immediately to terminate this Agreement and cease rendering all services to Client hereunder, and BKP shall be entitled to recover any amount due from Client and shall be entitled to remove from the Premises all equipment furnished by BKP located or installed thereon. Removal of any such equipment or the cessation of any such services supplied by BKP shall not be a breach by BKP of this Agreement or a waiver by BKP of any damages or rights.

BKP assumes no liability for delay, suspension, interruption, or termination of the services of any personnel of BKP or the obligations of BKP under the Agreement due to any cause beyond the reasonable control of BKP, including but not limited to, any act of God, pandemic outbreak (widespread concerns affecting public health), presence of any contagious disease/infection on or around the Premises, flood, fire, windstorm, governmental embargo, quarantine, strike, riot, active shooter incident, war or other military action, civil disorder, acts of terrorism, rebellion, looting, revolution, sabotage, governmental seizure, governmental restriction, or any matter of force majeure. BKP's assumption of non-liability extends to and includes any property loss, economic loss, or personal injury (including death) resulting from delay, suspension, interruption, or termination of services or obligations under this provision. This provision does not preclude the parties from negotiating in good faith a temporary billing rate for modified services to be provided by BKP.

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled at arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Ventura, California. Any party hereto may obtain any provisional remedy, including but not limited to an attachment in any court of competent jurisdiction, without waiving the right to arbitration.

In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the

remaining terms and provisions shall remain in full force and effect.

This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement can only be modified by an agreement signed by the parties. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach of any other term or condition of this Agreement.

This Agreement shall be governed by, and its terms construed in accordance with, the laws of the State of California.

This Agreement contains no implied terms. Nothing herein shall be deemed to be for the benefit of any person or entity not a party hereto.

Any notices, demands or other communications required or desired to be given hereunder by any party hereto shall be in writing and shall be deemed to have been given if delivered personally, delivered by a reputable overnight courier, or sent by registered or certified mail, return receipt requested (deposited in postage prepaid) to the party at the address set forth at end of this Agreement (unless and until a party shall give notice of change of address and such new address shall be the place to which notices, demands or other communications can be delivered or mailed).

BKP is an Equal Opportunity Employer, and provides a drug-free workplace. All Clients are expected to comply with the regulations that pertain to both.

1. BILLING RATES:

Hourly: \$40.00 (Security Guard)

The following Holidays will be billed at an Hourly Overtime Rate of **\$60.00**.

- New Year's Eve
- New Year's Day
- Easter Sunday
- Memorial Day
- 4th of July
- Labor Day
- Veterans Day
- Thanksgiving
- Christmas Eve
- Christmas Day

DETAILS: Client or Client's authorized representatives can cancel a security shift up to no less than one (1) hour before the shift without penalty for security services rendered under this Agreement.

SIGNATURE PAGE FOLLOWS

CLIENT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS HEREOF.

**County of Ventura
800 South Victoria Ave.
Ventura, CA 93009**

**Black Knight Patrol Inc.
505 S Pacific Ave Ste 201
San Pedro, CA 90731**

**BY: _____
Authorized Signature**

**_____
Signer's Name (Typed or Printed)**

**_____
Signer's Title**

**_____
Date**

**BY: _____
Authorized Signature**

**Christopher Payne

Signer's Name (Typed or Printed)**

**Director of Operations

Signer's Title**

**8/11/2020

Date**