



## **AGREEMENT FOR PATROL SERVICES**

This is an agreement between **Veteran Infrastructure Products LLC dba Knighthawk Protection**, a security services company (hereinafter "Contractor" or **Knighthawk Protection**) and **The City of Sweet Home Oregon** an entity requiring security services (hereinafter "Client"). *WHEREAS, Contractor is engaged in the business of providing licensed security services, and WHEREAS, Client requires the services of a security firm; NOW, THEREFORE,* in consideration of the mutual promises contained herein, Client engages Contractor to provide security services under the following terms and conditions:

### **CONTRACT TERM**

This agreement shall be valid from the effective date of this agreement (as signed by both parties) and will continue on a month-to-month basis until either or both parties provide written cancellation with at least 30 days' notice.

### **CONTRACT NOT ASSIGNABLE**

This agreement shall not be assignable to any other party without the mutual agreement of both Client and Contractor.

### **DESCRIPTION OF SERVICES**

**Knighthawk Protection** will provide the following services to Client:

- **Onsite security FAC site between 10:00 pm and 7:00 am 7 nights per week.**
- **Automated Daily Activity Reports are sent to the designated manager**
- **Incident Reports are automated and sent to the designated manager each morning, as necessary**

Upon commencement of these services, **Knighthawk Protection** will assess Client locations and security needs to generate a Patrol Post Order for personnel performing under the terms of this contract. This document will be provided to Client and may also be incorporated into this Services Agreement as Attachment A, or provided with the Daily Activity Report

All services will be performed in accordance with applicable laws and ordinances by personnel with licensure from the State of Oregon and/or Washington (as applicable). **Knighthawk Protection** security services shall not be considered one of law enforcement and our personnel shall not be obligated to act in the capacity of law enforcement officers. **Knighthawk Protection** personnel act on the behalf of the Client as their representative. **Knighthawk Protection** personnel will actively detect criminal activity, respond to crimes in progress, alert the proper authorities and client representatives, and testify in hearings and trials.

### **Security Patrol Tiered Customer Response**

The classified response urgency below is assigned by the dispatch center.

High Urgency – Response is direct to incident without delay and within the posted speed limits. If warranted, dispatch is to contact 911 for response and to advise the responding officer that emergency vehicles are responding. Examples may include no response onsite safety check, assault in progress, vehicle damage in progress, injury, fire/burglary/property alarm, medical aid, threatened violence, suicidal ideations, mental/emotional extremes, minor disturbance, aggressive trespass, maintenance issue with property damage in progress. Dispatch to send the closest patrol unit regardless of assigned district. If first responders are onsite assigned patrol officer to return to patrol checks.

Command response – Field Supervisor  
Incident Report required

Low Urgency – Response within 1 hour within the district assigned, transients, suspicious circumstances, loud music, party, loud vehicles, loud noise, maintenance problems, trespass. Multiple low urgency calls are to be placed in a cue for each district and may require command assistance to ensure all property checks are made while all responses are also made.

Incident Report required

Routine – Response within the assigned shift - Continue with normal patrol activities and checks while patrolling toward the location of the call. KHP staff to problem solve with individual(s) around resources for support that may be helpful to the present situation, parking violations, non-emergency maintenance report, suspicious circumstances. Multiple routine calls are to be placed in a cue for each district and may require command assistance to ensure all property checks are made while all responses are also made.

Incident Report required.

The CEO of **KnightHawk Protection** reserves the right to suspend patrol services due to exceptionally severe weather which normally will be based upon weather advisories from the National Weather Service – Portland, Oregon, or in cases where the Washington Department of Transportation and/or Oregon Department of Transportation have issued severe weather advisories or require specialized equipment for travel.

During the term of this contract, the Contractor and the employees thereof shall not be responsible for theft, damage or other casualties, which may occur to said premises, or for personal injuries occurring on or around said premises. The Client hires the Contractor only for the limited purposes stated above.

## **CONTRACTOR RESPONSIBILITIES**

The Security Personnel are employees of the Contractor. The Contractor is solely responsible for the hiring, supervision, scheduling and compensation of Security Personnel assigned to this contract. The Security Personnel shall not for any purpose be deemed to be employees of the Client. The Contractor agrees to indemnify and hold harmless the Client, its affiliates, officers, directors, employees and agents from all liability and damages, including cost of defense and reasonable attorneys' fees, which it or they may incur as a result of injury or damages sustained by any person arising out of the negligence or misconduct of the Contractor, its employees or agents. The Contractor maintains general liability coverage and workers compensation insurance coverage as a licensed business providing security services.

## **COMPENSATION TO CONTRACTOR**

The Client shall compensate the Contractor as follows:

- **Regular hours bill at \$24.87 per hour. Holiday hours billed at \$29.88 per hour. Payable net 30 days.**
- **Should the Contractor be required to register with a 3<sup>rd</sup> party company to provide the services requested under this contract, the Client will bill this amount with the receipt attached.**

- **Should the Client need additional insured besides Certificate Holder, Client will be billed 100% of the cost.**
- **Increases to local or federal minimum wages, wage determinations and/or wage considerations will require an immediate adjustment to the cost of security services. Such changes will be submitted to Client for acknowledgement and approval. Should Client not provide approval for increase in fees, the Contract will terminate immediately.**
- **The cost of all services provided by the Contractor increases by 5% annually.**

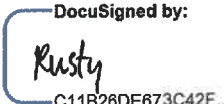

**INVOICING AND PAYMENTS**

Invoices shall be submitted to the Client as follows:

<b>Email Submission:</b>	
<b>Fax Submission:</b>	
<b>Client Billing POC: Name/Phone</b>	

*If suit or action is instituted to collect any portion of clients account then jurisdiction and venue will be in **LINN COUNTY, Oregon**, and Oregon law shall apply. In the event of such a suit or action, the non-prevailing party shall pay all cost of courts, attorney's fees and collections fees, if applicable.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on: January 26, 2023

<b>Veteran Infrastructure Products LLC, DBA KnightHawk Protection</b>	<b>CLIENT: City of Sweet Home</b>
Send Payments: 280 Liberty St SE Suite 206 Salem, OR 97301	<b>Address:</b> 3225 Main Street Sweet Home, OR 97386
Name/Title: Rusty Rice, CEO	<b>Name/Title:</b> <i>City manager / Kelcy Young</i>
SIGNATURE  C11B28DE673C42F..	<b>SIGNATURE</b> 

**No services shall commence until a signed contract has been received by our office.**