



SECURITY SERVICES AGREEMENT

This Security Services Agreement is between Metropolitan Security Services, Inc. d/b/a Walden Security, a Tennessee corporation (the "Company"), and Lexington Fayette County Government (the "Customer").

WITNESSETH

WHEREAS, the Company is in the business of providing certain contract private security services and is not engaged as a security consultant; and

WHEREAS, the Customer desires to enter into a contractual relationship with the Company in order that the Company may provide certain services (the "Services") to the Customer as specified on Exhibit A attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises, the promises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company and the Customer agree as follows:

Security Services. The Company agrees to furnish Services to the Customer and the Customer agrees to pay for the Services set forth in Exhibit A. Such services, rendered by uniformed security personnel of the Company, shall be described further in the post orders attached as Exhibit B (the "Post Orders") provided by the Customer, and kept up to date and otherwise maintained by the Customer at the Customer's facility. This agreement together with the attached Exhibits A, B and C which are hereby incorporated into this agreement and made a part hereof, may be collectively referred to as this "Agreement".

Term. This Agreement shall commence on the [BLANK DATE](the "Effective Date") and shall continue for a period of one (1) year unless sooner terminated pursuant to the terms of this Agreement. Unless either party notifies the other party within thirty (30) days from the initial expiration date of this Agreement, this Agreement shall automatically be renewed, subject to appropriations being made in future fiscal years, for additional terms of one (1) year each in accordance with the terms and conditions set out in this Agreement.

Independent Contractor. All security officers furnished by the Company shall be employees of the Company. The Company is acting as an independent contractor and not as an agent of the Customer. Company shall have the absolute and exclusive obligation and discretion to hire, promote, train, pay, supervise, direct, and discharge all employees necessary to be employed in order to properly perform the Services in accordance with the obligations of Company under this Agreement.

Weapons. Security officers will not carry any weapons of any type unless specified in this Agreement. Company recognizes that its employees are prohibited from carrying concealed deadly weapons in a building owned, leased, or occupied by a unit of the Lexington-Fayette Urban County Government pursuant to KRS 237.115 and the LFUCG Code of Ordinances Sec. 14-19.4 - Concealed deadly weapons.

Customer Procedures and Guidelines. Recognizing that each customer's security needs are unique, the Customer agrees to prepare and deliver to the Company a list of guidelines, security needs and written instructions in connection with the Customer's security needs. Such information shall be made a part of the Post Orders and shall be kept up to date by the Customer. The Company shall use its best efforts to cause the Company's security personnel to remain aware of the Customer's instructions and to carry out the Customer's instructions to the extent deemed necessary by the Company.

Hours of Service. The hours of service will be defined by the Customer and set forth in Exhibit A. Upon notification of acceptance by the Company of the proposed hours of service, these hours will then be deemed "normal." Normal hours can be changed upon one (1) day's written notice by either party.

Evaluation of Security Officers. From time to time, the Company and the Customer shall discuss the performance of each security officer or officers. In the event a security officer does not satisfy the expectations of the Customer, the Company will use its best efforts to provide the Customer with a timely and satisfactory replacement security officer.

Reporting of Illegal Activities. The Customer hereby authorizes the Company to report to appropriate law enforcement agencies any conduct reasonably believed to be illegal which the Company personnel observe in connection with the performance of the Services for the Customer. In the event that Customer observes conduct Customer reasonably believes to be illegal and reports such conduct to the Company, the Company shall be authorized to issue appropriate orders based on the Customer report, including trespass orders.

Description of Services. The Company is not an insurer of the Customer's facility, property or personnel. The rates being paid by the Customer for Services are for security officer services designed to deter certain risks of loss and such rates are not related to the value of the personal or real property protected. The Company will use commercially reasonable efforts to provide Services which are in conformity with current best practices in the security services industry and to protect the Customer's property and avert, prevent, or minimize occurrences or losses which the Services are designed to help detect or avert. The Company will provide physical security services but has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered.

Remedies Cumulative. In the event of a material breach of this Agreement, either party may pursue any and all rights and remedies to which they may be entitled under Kentucky law. Each of the rights and remedies available to the parties to this Agreement and/or at law or in equity shall be cumulative and the parties assertion of any right or remedy shall not preclude their assertion of any other rights or remedies.

Additional Insured. If additional insured coverage is provided to the Customer, the parties expressly acknowledge and agree that the Customer is not an additional insured on those policies carried by the Company with respect to the negligent acts or omissions or intentional conduct of the Customer or its employees or agents.

Post Orders. The security officers shall perform the Services as set forth in the Agreement or as agreed upon in writing signed by both parties.

Facilities. To enable the Company to perform the Services contemplated herein, the Customer shall provide adequate facilities, as may be needed by the Company. Facilities may include, but are not limited to, office space, guard shack(s), restroom(s) and toiletries, and applicable office hardware. Customer shall ensure the Facilities are cleaned and/or sanitized on a regular basis, or as may be requested from time to time

Payment for Security Services. In consideration of the Services rendered by the Company, the Customer agrees to pay the Company the rates listed on Exhibit C. Unless otherwise stated in this Agreement, any applicable sales tax is the responsibility of the Customer and shall be included as a separately listed item on each invoice in addition to those listed on Exhibit C. The weekly service hours and rates on Exhibit C may be changed from time-to-time as described below.

- **Holiday/OT Rate.** Unless otherwise indicated on Exhibit C, the Holiday/OT Rate will be charged under the following conditions: Extended shifts and hours performed at the request of the Customer including, but not limited to, shifts of more than eight (8) hours (where applicable by state law), extra days, requests for a specific officer beyond regular hours;
- All hours worked by security officers of the Company on the holidays listed on Exhibit C.
- **Other Billable Costs.** Customer and Company may also agree on Other Billable Costs (e.g., vehicles, smartphones, Segways, etc.). To the extent applicable, Other Billable Costs will be listed on Exhibit C.

- **Rate Changes:** The rates specified in this Agreement shall remain in effect for one (1) year from the Effective Date hereof ("Anniversary Date".) As this Agreement remains in effect, the bill rate will increase by no less than 2% per year (an increase above 2% shall be agreed upon by the parties), subject to appropriations being made in future fiscal years. If appropriated, all annual increases will begin on January 1st of the year following your first full year of service under this Agreement. The parties may agree upon reasonable rate increases, subject to appropriations being made in future fiscal years, due to increased operating costs resulting from unforeseen changes in the economy, federal, state or local law or regulation, administrative ruling, insurance, collective bargaining agreement, or the Company's costs relating to any change in work hours, pay rates, working conditions or the cost of performing this Agreement. In the event that both parties agree at any future time to revise or amend the rates set out in Exhibit C, written documentation of said agreement shall serve as an acceptable modification of this Agreement, leaving all other details of this Agreement unchanged and in force. Any such Rate Change will be accounted for in and, subject to appropriations being made in future fiscal years, shall immediately become a part of each periodic bill to the Customer. Any rate change(s) implemented pursuant to this Agreement, including this paragraph, shall be referred to as a Rate Change(s).
- **Billing and Payment:** The Company will invoice the Customer for hours worked on a monthly basis. Invoices shall be due and payable upon receipt without offset of any kind or nature whatsoever. Any invoices not paid within thirty (30) days shall be charged a monthly interest rate of one percent (1%) the maximum rate allowed by law..

Claims. The Company shall not be liable for claims of any kind unless a written demand is filed by Customer with and received by the Company within thirty (30) days of the date of the incident or occurrence from which the Customer's claim arose. Claims filed with Company in writing or via electronic communication containing facts sufficient to identify the incident and parties involved, asserting liability for alleged loss, damage or injury and making a claim for payment of a specified amount, with supporting documentation as may be required, shall be considered sufficient. Each claim filed in the manner prescribed herein shall be promptly and thoroughly investigated by the Company. The Company shall use its best efforts to pay, decline, or make a firm compromise settlement offer in writing or via electronic communication to the Customer within thirty (30) days of receipt of the claim by the Company.

Equipment and Supplies. Company will provide its standard collection of uniforms, equipment, and supplies to Customer.. In the event Customer desires Company to utilize equipment or supplies other than Company's current standard collection(s), including but in no way limited to uniforms, automobiles, golf carts, or other mobile vehicles, cell phones, computers, light-bars, etc., specifically for Customer's account(s), Customer hereby acknowledges that Company will have to make special orders outside of Company's standard collection(s) and Company will not be able to utilize such special ordered equipment and supplies on future customer accounts. Customer will have the option to purchase equipment and supplies other than the Company's current standard collection(s) for the Company's actual cost. Company makes no representations or warranties and assumes no obligations with respect to the merchantability, condition, quality or fitness of such equipment or supplies or the enforcement of any manufacturer's warranties and guaranties. Company shall invoice Customer for the agreed upon purchase price as provided herein and Customer agrees to pay such invoice pursuant to the terms of this Agreement, subject to appropriations being made in future fiscal years. Upon receipt of the purchase price in full, Company shall send all such equipment and supplies to Customer by delivering it to the address indicated below.

Termination. Either party may terminate this Agreement at any time on thirty (30) days' prior written notice. The Customer shall pay all amounts due to the Company for its Services prior to such termination. Company will continue to fulfill its obligations under the agreement until termination is final.

Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns, and upon the Customer and its successors and assigns.

Equal Employment. Company agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246, 13465, and 13672. To the extent applicable, this Company shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 61-300.10. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Survival. Termination of this Agreement by either the Company or the Customer in accordance with this agreement will terminate all further rights and obligations of the parties, provided, however, that the obligations of the parties to pay any sums of money due or payable or accrued under this agreement and the obligations of the parties pursuant to any warranty obligations set forth in this agreement and any other provisions which by their terms survive shall survive the termination of this Agreement.

Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested or delivered electronically addressed to:

If to the Company: Walden Security
Attn: Legal Department
P.O. Box 4374
Chattanooga, Tennessee 37405
Email: kurt.schmissrauter@waldensecurity.com
Facsimile: 423-702-8224

If to the Customer: Lexington Fayette Co Gov't
Attn: Eric Hobson
200 E Main St
Lexington, KY 40507
Email: ehobson@lexingtonky.gov

Compliance with Laws. The parties agree to comply strictly with all laws, rules and regulations of governmental authorities, including the procurement and payment of all necessary permits, certificates and licenses required in connection herewith, respectively. Without limiting the foregoing, the parties agree to comply with all applicable laws relating to safety including without limitation the Occupational Safety and Health Act of 1970 as it may be amended, and all regulations and standards issued pursuant thereto.

Governing Laws and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky with regard to its principles of conflicts of laws. Venue of all proceedings in connection herewith shall be in a court of competent jurisdiction located in Fayette County, Kentucky.

Waiver of Breach. Any failure by either party to require strict performance or observation of any of the terms of this Agreement or to exercise any rights conferred by this Agreement shall not constitute a waiver of the right to demand strict performance of this Agreement's terms or to exercise any of the rights conferred by this Agreement.

Assignments. The Customer shall not assign its rights and/or obligations hereunder without the prior written consent of the Company.

Binding Effect. Each party represents and covenants that it is a duly organized and validly existing corporation or other legal entity in good standing in its state of formation, that it has the authority to enter into this Agreement, and that this Agreement constitutes a valid and binding obligation of such party enforceable in

accordance with its terms. Further, each party represents and covenants that the persons signing this agreement are authorized to do so.

Severability. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be legally invalid or unenforceable, (i) the validity and enforceability of the remaining provisions of this Agreement shall not be affected (ii) such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and (iii) such provision shall be valid, enforceable and enforced in its modified form.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other such agreements, oral or written, between the parties with respect to the subject matter hereof. This Agreement and the provisions hereof may not be waived, modified or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, modification or termination is sought.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the effective date stated above.

Metropolitan Security Services, Inc., d/b/a Walden Security

By: 
Name: Amy S. Walden
Title: Chief Executive Officer
Date: 10/3/25

Customer: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Description of Services

Description of Services

General Security Guard Services (Unarmed Guard)

Sunday – Saturday 24 hours per day (24/7 coverage)

Ensure a safe and secure environment through access control, monitoring, patrolling, incident response, and enforcement of facility rules.

Location

Courthouse Plaza and Phoenix Park initially

Customers Initials: _____

Company Initials: ASW

Exhibit B

Post Orders

A copy of the current Post Orders will be provided to the Company by the Customer for review, if available, prior to the start of service. If the Customer does not have a current set of Post Orders, Draft Post Orders will be generated by the Company for Customer's review within thirty (30) days of the start of service. The Draft Post Orders will be deemed effective and the Company shall abide by such Post Orders unless Customer provides notice of revisions to such Draft Post Orders within thirty (30) days of receipt. Post Orders should be reviewed annually by both parties and submitted to the Customer for approval. All Post Orders submitted to the Customer by the Company will be deemed approved and in effect thirty (30) days after submitting such Post Orders to the Customer for review unless the Customer notifies the Company of any desired changes within any applicable thirty (30) day time period. All Post Orders shall be attached to this Exhibit B and shall be incorporated into and become a part of this Agreement.

Customers Initials: _____

Company Initials: QSLW

Exhibit C

Pursuant to the terms and conditions of this agreement, Customer agrees to pay Company in full for the Services provided at the following approved rates.

Bill Rates

Position	Weekly Service Hours	Hourly Bill Rate	Holiday/OT Bill Rate
Security Officer	128	\$26.20	\$39.30
Site Supervisor	40	\$26.20	\$39.30

The following 6 major holidays will be honored: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

If a security officer works on a specified holiday, the Customer will be billed and agrees to pay Company at the holiday/overtime bill rate(s). Any hours requested by the Customer outside of the above Weekly Service Hours, such as but not limited to temporary or short notice assignments, will be billed at the overtime bill rate(s).

Customers Initials: _____

Company Initials: ASW