

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Trident Security Solutions, LLC, located at 3322 South Memorial Parkway, Suite 504, hereinafter referred to as “Contractor.”

WITNESS TO:

WHEREAS, the City is in need of professional security guard services to aid in the protection of City employees, citizens, and guests during daily business hours; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Contractor is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Contractor's unique abilities and services and Contractor desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Contractor will provide security guard services to the City according to its proposal dated August 1, 2024 (“Attachment A”), which is attached to this Agreement and wholly incorporated within it.
- B. Contractor agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.
- C. Contractor shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- D. Contractor shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- E. Contractor shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- F. Throughout the term of this Agreement, Contractor shall provide City reasonable and meaningful access via telephone and email to Contractor’s principals for the purpose of fulfilling the contracted-for deliverables.
- G. Any and all information provided to Contractor by City, of the type normally available for

the proposed Work, that has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered “best available information” and thus appropriate and sufficient for the services proposed herein. Contractor will not develop such original information unless specifically included in the Scope of Work.

SECTION 2: BASE FEE/EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Contractor pursuant to Section 1 shall be an amount not to exceed **one hundred seventy-two thousand three-hundred eighty dollars (\$172,380.00)**, payable monthly as services are rendered and invoiced to City. Contractor is solely responsible for submission of detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Contractor’s performance are included in the total compensation set forth in Section 2.A. and described in Section 7.1 of Attachment A. Contractor shall not be compensated for any other expenses, unless both parties consent to an amendment to this Agreement.
- C. All taxes applicable to the payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Contractor, and City shall be perpetually vested with full usage rights of the same.
- E. Additional services may be specifically authorized by City but must be negotiated as an Amendment to this Agreement. In the event that Contractor determines that additional services are necessary, Contractor shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide any additional services until Contractor receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City’s duly-adopted budget for the then-current fiscal year.

SECTION 3: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect.

This Agreement shall expire one year after the effective date, unless the parties mutually agree to extend the term.

SECTION 4: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to the other party. In the event of termination, Contractor shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

SECTION 5: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Contractor are not nor shall be deemed to be employees of City and that employees of City are not nor shall they be deemed to be employees of Contractor.

SECTION 6: INDEMNIFICATION

Contractor agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of Contractor or its individual employees, officials, agents, and representatives in the course of Contractor providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Contractor from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Contractor pursuant to the instant Agreement.

SECTION 7: INSURANCE

Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet or exceed the types, scope, and amounts currently documented in the Contractor's Certificate of Liability Insurance provided in Attachment A. The City shall be indicated as a Certificate Holder, and Contractor shall furnish the City with Certificates of Insurance reflecting the coverage required by this Agreement.

SECTION 8: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION 9: ASSIGNMENT

Neither Contractor nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 10: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Contractor and City. This Agreement supersedes all other agreements between the parties.

SECTION 11: NOTICES

All notices to City shall be addressed to the City's Representative:

*Police Chief Johnny Gandy
Madison Police Department
100 Hughes Road
Madison, Alabama 35758*

With a copy to:

*City Attorney
100 Hughes Road
Madison, Alabama 35758*

All notices to Contractor shall be addressed to:

*Michael VanTassel
Trident Security Solutions, LLC
Alabama Operations and Development
3322 South Memorial Parkway, Suite 504
Huntsville, Alabama 35801*

SECTION 12: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 13: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in Attachment A, the terms set forth in the body of this Agreement shall prevail.

- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of October 2024.

Notary Public

**Trident Security Solutions, LLC
Contractor**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Trident Security Solutions, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the _____ day of October 2024

Notary Public