



BLACK KNIGHT PATROL

Security Services Agreement

505 South Pacific Avenue, Suite 201.

San Pedro, CA 90731

Customer.service@blackknightpatrol.com

Phone: 213-985-6499

PPO No. 121005

This Professional Services Agreement (hereinafter the "Agreement") is entered into between Black Knight Patrol Inc., a California Corporation, (hereinafter "BKP") and City of Redondo Beach Police Department, whose billing address is 401 Diamond Street, Redondo Beach, CA 90277 (hereinafter "Client") on August 5th, 2025. BKP and Client shall hereinafter collectively be referred to as "the parties" and each as the "party." The parties agree as follows:

1. SERVICES.

(a) BKP and Client hereby agree that BKP shall furnish the number of specified armed security personnel and/or patrols (as applicable) at the location(s) (hereinafter "Premises"), and on the day(s) and time(s) specified in Exhibit "A" attached hereto.

(b) Security personnel services shall be provided in accordance with this Agreement and may include written instructions or orders (hereinafter referred to as the "Post Orders") to be mutually agreed upon between the parties. Should any conflict arise between the terms of any other document and this Agreement, this Agreement shall control. In the absence of Post Orders, BKP shall provide security services in accordance with accepted security industry standards, and in accordance with all State and local requirements. BKP's primary responsibility will be to observe and report to Client.

2. PAYMENTS. [STANDING GUARDS ONLY]:

(a) BKP shall invoice Client for services rendered every week (or at such other time as mutually agreed in writing between the parties).

(b) Invoices are due and payable upon receipt and become delinquent sixty (60) days after receipt.

(c) Service Rates: It is agreed that the compensation due BKP under this Agreement shall include charges at the Service Rates specified in Exhibit "B," including rates for Holidays and overtime.

(d) Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges, in which event Client agrees to pay the undisputed amount and to notify BKP as to the reason for the dispute and the value thereof.

3. PAYMENTS. [PATROL CLIENTS ONLY]:

(a) BKP shall invoice Client for services in advance, prior to the start of patrol services, and receipt of payment is required for patrol services to commence and, in the case of continuing service, to continue.

(b) Invoices shall be sent every month, prior to the start of the month and are due and payable upon receipt. BKP is under no obligation to continue Patrol Services if Client fails to provide payment in full prior to the commencement of the Patrol Services for the upcoming month. In the event additional hours or services are rendered, Client shall be invoiced at the end of that month for such additional services and/or costs. Payment of those additional fees and costs are due upon receipt and become delinquent ten (10) days after receipt.

(c) Service Rates: It is agreed that the compensation due BKP under this Agreement shall include charges at the Service Rates specified in Exhibit "B," including rates for Holidays and overtime.

(d) Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges, in which event Client agrees to pay the undisputed amount and to notify BKP as to the reason for the dispute and the value thereof.

(e) In the case of unpaid invoices that are delinquent, or for invoices not paid in full within the time stated in subparagraph (b) above, then Client shall pay BKP a late charge of one and one-half percent (1.5%) per month on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts disputed by the Client in good faith.

4. INDEPENDENT CONTRACTOR/EMPLOYER.

(a) BKP agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, joint venturer, affiliate, or associate of Client.

(b) BKP shall hire all security personnel and shall be responsible for the payment of all wages, appropriate expenses, and customary taxes and insurance.

(c) All security personnel shall be under the direction and control of BKP. BKP shall have the right to assign such security personnel as it sees fit. BKP may change security personnel in its sole and absolute discretion.

Upon reasonable request by Client, BKP shall reassign its employees if such request does not violate any applicable state or federal law as determined by BKP.

(d) BKP shall provide its security personnel with all necessary uniforms, badges and equipment (as appropriate). Non-standard uniforms or equipment required by Client will be provided as agreed upon and at a cost as mutually agreed upon in writing.

(e) All security personnel shall be employees of BKP or subcontractors to BKP (when appropriate) and shall not be deemed to be employees of Client.

5. **PROPERTY.**

(a) All property, equipment and supplies furnished by BKP to provide the services hereunder shall remain the property of BKP and BKP shall always, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment and supplies.

(b) All Client-owned equipment and supplies provided to BKP to aid in providing the services hereunder will be given proper care by BKP and returned to Client on demand in original condition, normal wear and tear excepted.

6. **CLIENT VEHICLES.** If Client requires BKP personnel to use any vehicle or operate any equipment during the course of security personnel duties, other than the security personnel's own personal vehicle or a vehicle provided by BKP, Client agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles, that BKP and its personnel will be deemed an insured, and that the insurance covering such vehicles is primary and non-contributory.

7. **LOSS OF KEYS.** If Client entrusts BKP with keys to its Premises, facilities or equipment, BKP will be responsible for such keys only when they are in the custody of a BKP employee. Should keys be lost by other than theft while in the custody of BKP, BKP agrees to replace all such keys and related locks at the cost of replacement, including labor, not to exceed one thousand dollars (\$1,000.00) as a sole remedy to Client.

8. **INDEMNIFICATION.**

(a) BKP shall defend, indemnify, and hold harmless Client and its employees under this Agreement, controlling said defense, against any claim, loss, or damages. In the event of a claim based on injury sustained by Client's employee, BKP shall only have to defend, indemnify, and hold harmless Client in an amount no greater than any damages or disability payments awarded by a worker's compensation administrative law judge or the benefits the employee may be entitled to under California's workers compensation law.

(b) BKP's indemnity obligations herein shall not be construed as a waiver of the statutory protections

afforded to BKP by all applicable Workers' Compensation laws or statutes.

(c) The indemnity obligations of BKP and Client set forth herein shall survive the expiration or termination of this Agreement.

9. **INSURANCE.**

(a) At all times during the term of this Agreement, BKP will maintain in full force and effect without interruption, the following insurance policies: (i) Workers' Compensation insurance for BKP employees for the statutory limits; and (ii) Commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

(b) Client agrees to assume all risks of loss, or damage to its Premises, business, and property and to property of others on Client's Premises occurring as result of fire, theft or other casualty or loss and Client waives all rights of recovery, indemnification or subrogation against BKP or BKP's insurer for any such loss or damage, however caused.

(c) Client shall provide and maintain at its cost a commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall remain in full force and effect for the period of the services provided by BKP. BKP shall be added as an additional insured on the policy and Client shall provide an additional insured endorsement evidencing that BKP is an additional insured, and coverage is in effect during the full or extended term of this Agreement.

(d) In the event of a loss or damage to the Premises, facilities or equipment of Client, or facilities or equipment of others on the Premises, due to fire or other casualty, Client's insurance shall be primary to any insurance provided by BKP.

(e) Client shall give written Notice to BKP of any or potential Claims of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Claims or potential Claim. No action to recover any Claim of Client shall be instituted or maintained against BKP by Client unless notice of such Claim shall have been given by Client to BKP in the manner and form set forth herein. No action to recover for any Claim of Client shall be instituted or maintained by Client against BKP unless said action shall have been instituted not later than twelve (12) months following notification of the occurrence giving rise to such Claim.

10. **NO WARRANTY.** Client recognizes that BKP is not an insurer of property or persons and makes no warranty, express or implied, that the security services provided will prevent loss, damage or injury to Client, Client's guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences therefrom.

11. **TERMINATION.** This Agreement may be terminated at any time by either party following the initial term, without cause, by giving thirty (30) days written Notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party including, but not limited to, the timely payment by Client to BKP of all invoiced charges, this Agreement may be terminated immediately without penalty to the non-breaching party.

12. **NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third-party beneficiary rights, or any other rights whatsoever.

13. **WAIVER.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right later to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation or warranty contained in this Agreement, whether by conduct of otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

14. **INVALIDITY OF PROVISIONS.** The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

15. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

16. **REPRESENTATIVE CAPACITY.** Each signatory to this Agreement in a representative capacity represents and warrants they are authorized to execute the Agreement on behalf of the person or entity on whose behalf their signature is affixed.

17. **CALIFORNIA LAW.** This Agreement is entered into in the State of California. It shall be governed by,

interpreted, and construed and enforced in accordance with the domestic laws of the State of California without reference to principles of conflicts law.

18. **INTERPRETATION OF AGREEMENT.** The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

19. **BINDING NATURE OF PROVISIONS.** All the terms, agreements, covenants, representations, warranties and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

20. **AMENDMENT/MODIFICATION.** This Agreement and any Exhibits may only be amended, modified, superseded or canceled in writing executed by each of the parties.

21. **FORUM.** The parties hereby consent to the jurisdiction and venue of the courts, federal or state, located in the jurisdiction where the security services are rendered, but in all cases, within the State of California, with respect to any action or suit hereunder.

22. **ATTORNEY FEES.** In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs incurred, including reasonable attorney fees.

23. **NOTICES.** All Notices required from one party to the other hereunder shall be sent by certified or registered mail as follows:

Notice to Client shall be sent to:

***City of Redondo Beach Police Department
401 Diamond Street. Redondo Beach, CA 90277***

Notice to BKP shall be sent to:

***Black Knight Patrol Inc.
Attn: Christopher Payne, COO
505 South Pacific Avenue, Suite 201. San Pedro, CA 90731
Christopher.Payne@blackknightpatrol.com***

24. **FORCE MAJEURE.** The obligations of BKP hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, pandemic, endemic, or events beyond BKP's reasonable economic control.

25. **COMPLIANCE WITH LAW.**

(a) BKP shall, at its own cost and expense, comply in full of all applicable federal, state, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees ("Governmental Regulations") associated with the services provided under this Agreement.

(b) Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation: (i)

Environmental Laws; (ii) laws relating to accessibility by and accommodation of handicapped persons; and (iii) laws relating to discrimination of any type of manner.

26. **ASSIGNMENT.** Neither Client nor BKP shall assign this Agreement or assign any rights arising under or to allow the same to be assigned by operation of law or otherwise without the prior written consent of both parties, which consent shall not be unreasonably withheld.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, USING ELECTRONIC SIGNATURES, INCLUDING DIGITAL SIGNATURES (SUCH AS DOCUSIGN) AND AN ELECTRONIC OR FACSIMILE COPY AND SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL.


IN WITNESS HEREOF, parties have executed this contract as of the day, month and year indicated above.

Signed by:

ABED8CF38EEF48C...
Diane Strickfaden,
Risk Manager

Black Knight Patrol Inc.

CLIENT: City of Redondo Beach Police Department

Sign: 
Name: CHRISTOPHER PAYNE
Title: Chief Operating Officer
Date: 7/23/2025 | 1:34 PM PDT

Sign: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT “A” FOR SECURITY SERVICES
to Agreement between**

Black Knight Patrol Inc.
&
City of Redondo Beach Police Department

LOCATIONS FOR SECURITY SERVICES PROVIDED BY BKP

<u>Location(s)</u>	<u>Number of Security Personnel</u>	<u>Hours</u>
Varies	Designated by City of Redondo Beach on an as-needed basis	Emergency Operating Services- Scheduled and agreed upon by the “Client” and “BKP” <i>*Accessibility for 2-hour showtime.</i>

The location(s), day(s) and time(s) listed in this Exhibit “A” may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. Client acknowledges that Client alone has chosen the number of security personnel and type of services to be provided under the Agreement; that BKP has informed Client that additional security personnel and services are available at an additional cost; and that Client has elected not to avail itself of additional security personnel or services at this time.

SCOPE OF SERVICES PROVIDED:

BKP shall provide uniformed security services at the client’s Location(s) (listed above), or at other additional locations requested by Client and agreed to in writing by BKP. Security officers will, by their presence, serve to act as a deterrent to criminal activity. Security officers will abide by specific Post Orders, if any, mutually agreed upon by the Parties and within the standards of the industry for well-trained security officers. All services will be provided by BKP employees and agents that are highly trained individuals. All such employees shall possess and maintain all required licenses and registrations to perform their duties under this Agreement.

**EXHIBIT “B” FOR SECURITY SERVICES
to Agreement between**

Black Knight Patrol Inc.
&
City of Redondo Beach Police Department

BILLING RATES

The billing rates for Security Services (*per officer, and/or service*) shall be as follows:

REGULAR SERVICE [Armed]:	\$ 65.00 per hr. (4-hour Minimum)
OVERTIME & HOLIDAY:	\$ 97.50 per hr. (1-hour Minimum)
REGULAR SERVICE [K9]:	\$ 125.00 per hr. (4-hour Minimum)
OVERTIME & HOLIDAY:	\$ 187.50 per hr. (1-hour Minimum)

The Agreement shall have an initial term of one year, with a maximum annual expenditure not to exceed \$15,600. The parties may, upon mutual written agreement, extend the term of this Agreement under the same or renegotiated terms. “This option clarifies the initial term, uses formal language for the cost limitation, and outlines the extension process.

Regular billing rates shall be used for all regularly scheduled work for the hours specified in Exhibit A for the first 8-hours per Security Officer. All hours more than 8-hours per day or the first 8-hours worked on a 7th consecutive day per Officer shall be paid at the Overtime Rate. All hours more than 12-hours per day per Officer and more than 8-hours per day if the Officer works on a 7th consecutive day shall be paid at Double the Regular Service Rate. Annual Increases: Billing rates shall automatically increase by five percent (5%) per year on each anniversary of this Agreement.

SPECIAL RATES FOR ADDITIONAL SERVICES AND OTHER FACTORS IMPACTING RATES:

1. The holiday billing rate shall be used for all work performed on New Year’s Eve, New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of California Ins Services, LLC 196 S. Fir Street P.O. Box 1388 Ventura CA 93002-1388	CONTACT NAME: Sara Burola PHONE (A/C, No, Ext): (805) 585-6729 FAX (A/C, No): (805) 585-6729 E-MAIL ADDRESS: sara.burola@assuredpartners.com																					
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COVERAGES**CERTIFICATE NUMBER:** 25/26 GL/AU/XS/WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input checked="" type="checkbox"/> DEDUCTIBLE: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SCGL005000040003	05/15/2025	05/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ICA1002294 00	05/15/2025	05/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXCS005000034902	05/15/2025	05/15/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CPW1003538	03/08/2025	03/08/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Coverage

CERTIFICATE HOLDER**CANCELLATION**U.S. Vets - Wilmington
828 Eubank Avenue

Wilmington

CA 90744

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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Redondo Beach

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