



SECURITY OFFICER SERVICE AGREEMENT

This AGREEMENT is made and entered into effective 4/16/2024 by and between MTAC, Incorporated, hereinafter identified as "MTAC", and The Town of Boonsboro, hereinafter identified as "CLIENT".

* * * * * WITNESSETH * * * * *

WHEREAS, MTAC is a licensed security guard agency, as those terms are defined by Maryland law; CLIENT desires on-site ARMED physical security at the following location(s):

Town of Boonsboro – Municipality Wide, with focus on Town Center, Shafer Park, Crestview, Greystone Hills, Fletcher's Grove (Green Fern Circle/Green Fern Lance), Valley View Apartments (Valley View Court), Sycamore Run (Monument Drive/Young Ave), Orchard Manor Drive *and other areas as directed within the town limits.*

WHEREAS MTAC shall provide on-site armed physical security twelve hours per day, seven days per week.

NOW, THEREFORE, for and in consideration of the faithful performance of MTAC and CLIENT of the terms, covenants, and conditions hereof, MTAC and CLIENT agree as follows:

1. Scope of Work. CLIENT hereby retains MTAC as an independent security service, and MTAC accepts such retention subject to the terms, covenants, and conditions of this AGREEMENT for security services described as follows:

1.1 Effective on the project start date specified below, MTAC will provide security service for CLIENT. using only individuals certified as security guards as set forth in Title 19 of the Business Occupations Article and elsewhere in Maryland law, and lawfully permitted to carry their firearm, within the scope of the attached Post Orders.

1.2 Description of Services. See Attachment A.

2. Term of AGREEMENT. This AGREEMENT will be in effect from the start date of the project 25 April 2024 through 24 June 2024 , with an ongoing option to renew.

2.1 Contract will be evaluated regularly to determine quantity of security services.

3. Compensation of MTAC. MTAC will be compensated by CLIENT in accordance with the following terms:

3.1 The total value of this contract is \$27,763.20 for sixty days (\$38.56/hr for armed officers with supervision included in the hourly rate). CLIENT will be billed according to actual hours worked, and therefore, the above total value may differ from the actual amount due.

3.2 Method of Payment. CLIENT will make payment by ACH, Business Check, Certified Check, or Money Order.

3.3 Schedule of Payment. CLIENT will be billed monthly for total hours worked from the 1st day of the month through the last day of the month and will make payment within (30) thirty days of receipt of invoice.

3.4 Holiday Compensation. Holiday pay is included in the hourly rate.

3.5 Late Charge. CLIENT will be charged a (1.5%) one point five percent late fee if total payment has not been received by payment due date.

3.6 Open Posts. In the event a shift, or portion of a shift cannot be manned by qualified personnel, CLIENT will not be charged for unmanned hours. Billing will only reflect actual hours worked by MTAC officers.

4. Status of MTAC.

4.1 Not an Employee. MTAC shall not be construed as an employee of CLIENT. MTAC is and shall remain an independent contractor.

4.2 Right of Control. MTAC, within applicable legal requirements and appropriate ethical and moral standards, shall have absolute control over the method(s) by which it accomplishes services it agrees to provide under this AGREEMENT.

5. No Warranties or Guarantees. MTAC will exercise its best efforts for CLIENT. MTAC makes no expressed or implied warranty or guarantee that its efforts will have any specific or general result.

6. Property Control. CLIENT has complete control over its property and is responsible for all locations listed off limits to officers, but MTAC may from time-to-time express opinions and judgments which may prove helpful to CLIENT. MTAC does not accept responsibility, and CLIENT will hold MTAC harmless for the property decisions which are and will remain the exclusive province of CLIENT.

7. Liquidated Damages. Whereas termination of this contract by the CLIENT for any reasons outside the control of MTAC will cause damages in amounts difficult to quantify, MTAC may require CLIENT to pay liquidated damages of (20%) twenty percent of remaining monies due on contract.

8. Exit Provision. MTAC reserves the right to terminate this contract, without penalty, in the event of and not limited to the following incidents:

- a. MTAC and Client have mutual right to terminate without just cause.
- b. Management shall not create a violent or hostile atmosphere.
- c. Management shall keep all of their business licenses current.
- d. Management shall cooperate with any and all suggestions given to them by MTAC to improve the quality of the security at locations listed on page 1 of the agreement.
- e. Management shall not engage in conduct that prohibits or inhibits MTAC from performing physical security at locations listed on page 1 of the agreement.

Furthermore, CLIENT may terminate the contract upon fourteen (14) days' written notice without penalty in the following circumstances:

- a. If at any time, MTAC's security agency license lapses or is invalid for any reason.
- b. MTAC staffs the CLIENT property with non-certified security officers.
- c. MTAC fails to staff the CLIENT property as set forth in Section 3.6 more than two (2) times in any seven (7) day period.

MTAC will provide CLIENT with a (14) fourteen day written notice to terminate.

9. Insurance. MTAC shall procure and maintain the insurance acceptable to the Town of Boonsboro using highly rated carriers with an A.M. Best financial strength rating of at least A- (or equivalent), with minimum limits as listed below. Prior to any work commencing under this contract, MTAC shall provide a Certificate of Insurance to the town council.

- i. Minimum Commercial General Liability Coverage of USD \$1,000,000 per Occurrence and on an Occurrence Basis. These limits may be evidenced through a Commercial General Liability policy and an Umbrella policy if necessary to reach the required limit.

ii. Minimum Automobile Liability Coverage of USD \$1,000,000, with coverage for all owned, non-owned and leased vehicles. This limit may be evidenced through an Automobile Liability policy and an Umbrella policy if necessary to reach the required limit.

iii. Evidence of statutory Workers' Compensation coverage for work and or services provided;

iv. Minimum Employers Liability Coverage of USD \$500,000 per accident, injury and disease.

10. Notice. Notices under this AGREEMENT to CLIENT shall be provided to the following address:

Town of Boonsboro
21 North Main Street
Boonsboro, MD 21713
Attn: Mayor Long

Notices under this AGREEMENT to MTAC shall be provided to the following address:

MTAC
1029 Maryland Ave
Hagerstown, MD 21740
Attn: Michael Ault

11. Incorporate by Reference. Attachment A, Statement of Work, and Post Orders shall be incorporated by reference and expressly made a part of this agreement.

12. No Other Agreement. MTAC and CLIENT agree that the provisions of this written AGREEMENT constitute the entire mutual understanding of MTAC and CLIENT, and that no representation, term, or covenant not expressly specified in this AGREEMENT shall, whether oral or written, be a part of this AGREEMENT.

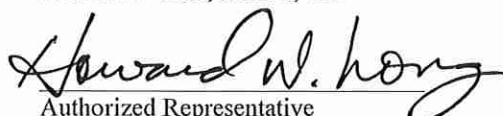
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be entered into effective the day and year first written above.



Michael Ault
President / CEO, MTAC, Inc.

4/16/2024

Date



Howard W. Hong
Authorized Representative
Town of Boonsboro

4/23/2024

Date

Attachment A - Statement of Work

Armed Security Services for The Town of Boonsboro

1) **Scope of Work:**

MTAC, Inc. hereinafter identified as “MTAC”, shall provide physical armed security services for the client. On-site physical armed security shall be provided as requested. MTAC shall provide all personnel, supervision, equipment, supplies, uniforms, and accessories required to perform physical armed security services, except as otherwise specified in the Service Agreement.

2) **Location:**

Town of Boonsboro – Municipality Wide, with focus on Town Center, Shafer Park, Crestview, Greystone Hills, Fletcher’s Grove (Green Fern Circle/Green Fern Lance), Valley View Apartments (Valley View Court), Sycamore Run (Monument Drive/Young Ave), and Orchard Manor Drive.

3) **Description of Services:**

- a) MTAC shall provide the following service: Armed security officer patrol.
- b) MTAC shall provide security personnel with experience in a similar field, sufficient to perform the prescribed duties in a professional, competent manner. MTAC shall ensure that all employees maintain high standards of conduct, appearance, competency, and integrity.
- c) Tasks to be performed by MTAC include, but may not be limited to, the following:
 - 1) Patrol the properties under the control of Client.
 - 2) Prevent and detect improper activities and report them to the local police law enforcement agencies as needed.
 - 3) Tactfully remove trespassers from specific premises using force, if necessary.
 - 4) Serve as liaison between the client, residents, and local law enforcement officers.
 - 5) Report any incidents or accidents that may have occurred in or involving the properties, providing incident reports when necessary.
 - 6) MTAC will report all disturbances or emergency conditions in accordance with applicable procedures. Officers will report any safety hazards observed to the client or responsible party.
 - 7) MTAC will be provided with a list of emergency telephone numbers to be used in the event of disturbances, emergencies, or emergency conditions and shall contact appropriate personnel. MTAC shall immediately call local law enforcement officials if disturbances are of a violent nature.
 - 8) Conducting random patrols of buildings by physically walking through, checking for trespassers, and checking doors.
 - 9) Engage with residents, visitors, and business owners and their patrons to foster a strong relationship with the community via a “community policing” approach.
 - 10) Completing appropriate security reports and forms.
- d) **Injury Response**

MTAC will immediately notify the client or responsible party of any reported injuries. When necessary, MTAC may arrange for ambulance service. Any report to MTAC of any injuries will be documented and reported accordingly.

4) **MTAC-Furnished Items:**

- a) **Uniforms:** All officers shall wear uniforms approved by the Maryland State Police Department. Officers shall wear the same color and style of uniforms; these uniforms shall be worn at all times while on duty. A patch to indicate the identity of the MTAC shall be worn on the uniform of each MTAC employee in the same location on each uniform.

- b) Weapons: Officers will be provided and appropriately trained to carry and deploy:
 - i) 9mm semi-automatic pistol
 - ii) Oleoresin Capsicum Aerosol Spray
 - iii) Expandable baton

- 5) **Insurance:**
MTAC shall provide at least the minimum insurance requirements required by law governed by the Maryland State Police.

- 6) **Training:**
 - a) Each MTAC employee must receive on-the-job training prior to beginning assignment. Training shall be sufficient to familiarize employees with each site and security procedures. Each MTAC employee shall maintain an active security officer certification issued by the Maryland State Police.
 - b) Certification of each employee's completion of all required training courses shall be maintained on file by MTAC. Training shall be provided by persons who are qualified to instruct the specific subject. The trainer's name and organization shall be kept on file by MTAC.


Authorized Representative
Town of Boonsboro