



CONSULTANT AGREEMENT

On this 10th day of November 2023, an Agreement is made between ICS Protective Services located at 4351 Garden City Drive, Suite 203, Hyattsville, Maryland 20785 (Contractor), and National Communication Association located at 1765 N Street, Northwest, Washington, District of Columbia 20036 (Client). The Contractor agrees to provide Security Services at Gaylord National Resort and Convention Center located at 201 Waterfront Street, Oxon Hill, Maryland 20745.

ICS Protective Services shall provide the following Security Services for:

- One (1) Supervisor, Wednesday, November 15, 2023, 0700 – 1700, 10 hours
- Ten (1) Unarmed Officers, Wednesday, November 15, 2023, 0700 – 1700, 100 total man hours
- One (1) Supervisor, Thursday, November 16, 2023, 0700 – 2300, 16 hours
- Ten (1) Unarmed Officers, Thursday, November 16, 2023, 0700 – 2300, 160 total man hours
- One (1) Supervisor, Friday, November 17, 2023, 0700 – 2230, 15.5 hours
- Ten (1) Unarmed Officers, Friday, November 17, 2023, 0700 – 2230, 155 total man hours
- One (1) Supervisor, Saturday, November 18, 2023, 0700 – 2330, 16.5 hours
- Ten (1) Unarmed Officers, Saturday, November 18, 2023, 0700 – 2330, 165 total man hours
- One (1) Supervisor, Sunday, November 19, 2023, 0700 – 1230, 5.5 hours
- Ten (1) Unarmed Officers, Sunday, November 19, 2023, 0700 – 1230, 55 total man hours

There is a 72-hour notice to increase, decrease or change security services, including ending the contract early.

Duties shall include:

- Coverage shall include the below areas:
 - One (1) Guard Roving Cherry Blossom Lobby, Azaleas-Camellias foyers, Magnolias foyer
 - One (1) Guard Roving Woodrow A foyer, Baltimore foyer, Annapolis foyer
 - One (1) Guard Roving Maryland AC Lobby and Maryland 1-6 Foyer
 - One (1) Guard Roving Potomac AC Lobby, Potomac Ballrooms and Potomac 1-6 Foyer
 - One (1) Guard Roving Chesapeake Foyers
 - One (1) Guard Roving National Harbor Foyers
- Officers are only responsible for their immediate surrounding area
- Help to prevent injuries and crimes against persons and property.
- Make proper notifications in emergencies and effect arrests when necessary.
- ICS is only responsible for protecting the client during the tour of duty.

Contractor's Responsibility:

- To provide the client with trained, licensed, and professional security personnel.
- All Personnel issues (equipment, training, taxes, payroll, workman's compensation, insurance, etc.)
- Any needed communication
- Any legal issues arising from actions performed by officers while in their official capacity.
- The scope of the contractor's responsibility extends to only the above-mentioned areas.

Breakdown of costs:

63.5 Supervisor Officer Man Hours X \$65	\$4,127.50
635 Unarmed Officer Man Hours X \$60	\$38,100.00
6% Sales Tax	\$2,533.65
Total Estimated ACH Cost:	\$44,761.15
3.5% Credit Card Processing Fee	\$1,566.64
Total Estimated Credit Card Cost:	\$46,327.79

Payment is due by Tuesday, November 14, 2023 via ACH or credit card. A 3.5 % service fee is assessed for credit card payments.

General Information:

There is a mandatory licensing policy, which requires that all applicants undergo an FBI clearance before being licensed. Additionally, ICS regularly provides high-level security in conjunction with federal agencies, such as the Secret Service and the State Department. Updated security clearances are constantly being conducted on our personnel per federal requirements.

The performance of this agreement is subject to any circumstance caused by acts of God, war, Government regulation, terrorism, disaster, strikes, civil disaster or curtailment of transportation or hotel facilities. This agreement may be terminated only for one of the reasons above, by written notice from the client within 3 days of learning the basis for termination. The client will only be responsible for any real and documented cost at the time of cancellation.

Confidentiality:

All ICS staff providing services at the above location shall maintain complete confidentiality while on and off the property, which includes all information that becomes available to the officers during their tour of duty. Furthermore, every member of staff must sign a confidentiality agreement prior to their employment.

Non-Compete Agreement

All Security Personnel employed by ICS Protective Services have signed a Non-Compete Memorandum of Understanding. Personnel is not allowed during their employment with ICS and for One (1) months immediately following their separation from ICS, will not work for, consult for, serve as an independent contractor, otherwise provide, or promise to provide services to any current or former client/customers of ICS or for any person, company, team, organization, or another group that either seeks to succeed or is the successor to ICS. They further agree that during their employment relationship with ICS, they shall refrain from engaging, either directly or indirectly in any business, company, firm partnership, corporation, enterprise, or organization that is in competition with ICS in the Metropolitan Washington DC Area.

All Clients, agents, sub-contractors, or any other affiliates agree not to entice, persuade, encourage or in any way offer employment to ICS employees present or past (less than One (1) months) and will not allow them to engage in employment at any present or past ICS worksites for a period of One (1) months after their separation from ICS with the express written consent of ICS Management.

Relationship of the Parties:

Contractor is engaged only as an independent contractor. Contractor acknowledges and agrees that Contractor will be responsible for all income taxes, self-employment taxes, business licenses, and any other licenses insurance payments, fees or taxes imposed upon independent contractors. Client shall provide Contractor with none of the benefits provided its employees.

Parties agree that there does not exist between them the relationship of employer-employee, principal-agent or master-servant, either express or implied, but that the relationship of the parties hereto is strictly on an independent contractor basis, Contractor being free from interference or control on the part of Corporation with respect to the means, methods, and details of how the services are performed. Neither Party shall bind or represent themselves as an agent of the other Party.

Indemnification:

Contractor agrees to indemnify and hold Client and its directors, officers, employees, agents and members harmless with respect to any and all claims, losses, damages, liabilities, judgements, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Client on account of any activities conducted by Contractor pursuant to this Agreement or the breach of any representations, warranties, or other obligations hereunder. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.

Force Majeure:

The failure of either party hereto to comply with the terms and conditions of this Agreement or to hold the event as originally intended because of a "Force Majeure Event" shall not be deemed a breach of this Agreement. A Force Majeure Event shall be defined to include but is not limited to strikes, labor disputes, material shortages, acts of war, riots, civil commotion, government regulation (including but not limited to travel restrictions, forces closures, and quarantine orders), Acts of God, unreasonable weather conditions, fire, flood, accidents, epidemic or disease, death or personal emergencies or other causes beyond the control of either party that would make the event impossible, illegal, inadvisable, or commercially impracticable to continue as planned or intended as set forth in this Agreement. The right of either Party to cancel this Agreement as a result of Force Majeure shall not be affected by whether or not the cancelling Party knew of the occurrence at the time of entering into this Agreement. In the event of a cancellation of the event due to a Force Majeure Event, each party shall be relieved of its obligations hereunder with respect to the performance so prevented and neither party shall be obligated to compensate the other for any expenses incurred in connection with such cancellation. Parties may negotiate in good faith to arrange for an alternative date to host the Event as a result of the cancellation due to Force Majeure, provided that any deposits and amounts already paid to Contractor shall be applied to the alternate date. Notwithstanding anything to the contrary contained herein, upon occurrence of a Force Majeure Event, Contractor shall refund all amounts paid by Client and Client shall not have further obligations under this Agreement.

Governing Law:

This Agreement shall be governed and interpreted in accordance with the laws of the District of Columbia. Any dispute arising out of this Agreement shall be brought to a court of competent jurisdiction in the District of Columbia.

Compliance with Laws:

Parties represent and warrant that as of the Effective Date of this Agreement Parties are in compliance with all applicable federal, state and local laws, regulations, and ordinances necessary to carry out their obligations under this Agreement. Parties shall be individually responsible for maintaining compliance with such laws and regulations.

Assignment:

Neither party may assign its rights or obligations hereunder without the other party's prior written consent

Entire Agreement:

This Agreement shall be governed by the laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of any appropriate court located in the District of Columbia in any legal proceedings arising out of or based on this Agreement or the services provided hereunder.

By signing this agreement, I certify that I am an authorized representative of the above-stated company and have the authority to render a said decision.

Shari Miles-Cohen
National Communication Association (Print)
Shari Miles-Cohen
National Communication Association (Signature)
November 14, 2023
Date

Flavia P. Williams
ICS Protective Services (Print)
Flavia P Williams
ICS Protective Services (Signature)
11/15/23
Date