

Professional Services Agreement

between

FIRST KLASS ENTERPRISES LLC

and

Jefferson Parish Department of Juvenile Services

dated as of

May 21st 2024

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Professional Services Agreement

This Professional Services Agreement (this “**Agreement**”), dated as of **05/21/2024** (the “**Effective Date**”), is by and between **FIRST KLASS ENTERPRISES LLC**, a limited liability company organized under the laws of the State of Louisiana, with offices located at 1901 Manhattan Boulevard, Building D, Harvey, Louisiana 70058 (the “**Service Provider**”) and **Jefferson Parish Dept. Juvenile Services** with offices located at **1546 Gretna Blvd. Harvey, La. 70058, 1546 B Gretna Blvd. Harvey, La. 70058 & 3420 N.Causeway Blvd. Metairie, La. 70002 (100 David Drive Metairie, La, 70003 Location Under construction)** (the “**Customer**” and together with **Service Provider**, the “**Parties**,” and each, a “**Party**”).

Customer desires to retain **Service Provider** to provide certain custodial and other services upon the terms and conditions set forth in this **Agreement**, and **Service Provider** is willing to perform such services.

In consideration of the mutual promises set forth in this **Agreement**, the **Parties** agree as follows:

1. Definitions.

“**Action**” means any claim, demand, suit, action, and every other legal or administrative proceeding and means of dispute resolution, whether direct or indirect.

“**Affiliate**” of a **Person** means any other **Person** that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such **Person**. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a **Person**, whether through the ownership of voting securities, by contract, or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Applicable Rate**” means a rate of interest that is calculated on a daily basis and compounded monthly at a rate that is the lesser of: (a) 5% and (b) the highest rate permissible under applicable law.

“**Change Order**” has the meaning set forth in Section 5.2.

“**Claim Notice**” has the meaning set forth in Section 10.

“**Covered Employee**” has the meaning set forth in Section 13.

“**Customer**” has the meaning set forth in the preamble.

“**Customer Contract Manager**” has the meaning set forth in Section 4.1(a).

“**Defaulting Party**” has the meaning set forth in Section 6.

“**Force Majeure Event**” has the meaning set forth in Section 15.

“Impacted Party” has the meaning set forth in Section 15.

“Indemnified Party” has the meaning set forth in Section 9.1.

“Indemnified Claim” has the meaning set forth in Section 10.

“Indemnifying Party” has the meaning set forth in Section 9.1.

“Initial Term” has the meaning set forth in Section 6.1.

“Initial Term Price” has the meaning set forth in Section 7.

“Losses” has the meaning set forth in Section 9.

“Notice” has the meaning set forth in Section 16.4.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other juridical entity.

“Renewal Term” has the meaning set forth in Section 6.2.

“Service Provider” has the meaning set forth in the preamble.

“Service Provider Contract Manager” has the meaning set forth in Section 3.1(a).

“Service Provider Equipment” means any equipment, systems, cabling, or facilities provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services.

“Service Provider’s Obligations” has the meaning set forth in Section 3.

“Service Provider Personnel” means all employees engaged by Service Provider to perform the Services.

“Service Provider Proposal” means Customer’s request for proposal for the Services and Service Provider’s response, which shall be attached as Exhibit A, unless a Statement of Work is prepared.

“Services” mean the services to be provided by Service Provider under this Agreement, as described in more detail in the Statement of Work and Service Provider’s Obligations.

“Statement of Work” means either (a) the **Service Provider Proposal**, or (b) a separate document titled the Statement of Work, if one is created, that is entered into by the parties and attached to this Agreement as Exhibit A.

“Term” has the meaning set forth in Section 6.

2. Services.

2.1 **Service Provider** shall provide **Services** to **Customer** as described in **Statement of Work** in accordance with the terms and conditions of this **Agreement**.

2.2 **Statement of Work** shall include the following information, if applicable:

(a) a detailed description of **Services** to be performed, which shall remain the same during each **Renewal Term** unless amended in writing by the **Parties**;

(b) the date upon which **Services** will commence;

(c) the titles of any key personnel and/or identity of **Service Provider Contract Manager** and **Customer Contract Manager**;

(d) the fees to be paid to **Service Provider** under the **Statement of Work**; and

(e) any other terms and conditions agreed upon by the parties in connection with the **Services**.

3. Service Provider's Obligations.

3.1 **Service Provider** shall:

(a) appoint a **Service Provider** employee to serve as a primary contact with respect to this **Agreement** and who will have the authority to act on behalf of **Service Provider** in connection with matters pertaining to this **Agreement** (the "**Service Provider Contract Manager**");

(b) maintain the same **Service Provider Contract Manager** throughout the **Term** of this **Agreement** except for changes in such personnel due to **Customer's** written request, the resignation or termination of such personnel, or other circumstances outside of **Service Provider's** reasonable control;

(c) before the date on which the **Services** are to start, obtain, and at all times during the **Term** of this **Agreement** maintain, all necessary licenses and consents applicable to the provision of the **Services**; and

(d) comply with, and ensure that all **Service Provider Personnel** comply with, all rules, regulations, and policies of **Customer** that are communicated to **Service Provider** in writing and general health and safety practices and procedures.

3.2 Background Checks. If specifically requested in the **Statement of Work**, any background checks of any **Service Provider Personnel** shall be limited to (i) ensuring that such **Service Provider Personnel** has the legal right to work in the United States, and (ii) a review of credit history, references, and criminal record, in accordance with state, federal, and

local law. Background checks of **Service Provider Personnel** will be conducted by **Service Provider** only upon receipt of a written request from the **Customer**.

3.3 Payroll. **Service Provider** is responsible for the payment of **Service Provider Personnel** compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer's Obligations.

4.1 **Customer** shall:

(a) cooperate with **Service Provider** in all matters relating to the **Services** and appoint a **Customer** employee to serve as the primary contact for **Service Provider** with respect to this **Agreement** and have the authority to act on behalf of **Customer** with respect to matters pertaining to this **Agreement** (the "**Customer Contract Manager**");

(b) provide such access to **Customer's** premises as may reasonably be required for the purposes of performing **Services**;

(c) respond promptly to any **Service Provider** request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for **Service Provider** to perform **Services** in accordance with the requirements of this **Agreement**; and

(d) make timely payments as instructed in this **Agreement**.

4.2 If **Services** are prevented or delayed by any act or omission of **Customer**, **Customer's** Affiliates, or other **Person** outside of **Service Provider's** reasonable control, **Service Provider** shall not be deemed in breach of its obligations under this **Agreement** or otherwise liable for any costs, charges, or losses sustained or incurred by **Customer**, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Change Orders.

5.1 If either **Party** wishes to change the scope or performance of the **Services**, that **Party** shall submit details of the requested change to the other **Party** in accordance with the **Notice** provisions in Section 16.4. **Service Provider** shall, within a reasonable time (not to exceed 7 business days) after receiving a **Customer**-initiated request **Notice** or at the time that **Service Provider** initiates a change request **Notice**, provide a written estimate to **Customer** of:

(a) the likely time required to implement the change;

(b) any necessary variations to the fees and other charges for **Services** arising from the change;

- (c) the likely effect of the change on **Services**;
- (d) any other impact the change might have on the performance of this **Agreement**; and
- (e) any other information reasonably requested by **Customer**.

5.2 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither **Party** shall be bound by any **Change Order** unless mutually agreed upon in writing in accordance with Section 16.9.

6. Term and Termination.

6.1 Initial Term. This **Agreement** shall commence as of the Effective Date and shall continue thereafter for a period of two (2) years (the "**Initial Term**") unless sooner terminated pursuant to this Section 6.

6.2 Renewal Term. Upon expiration of the **Initial Term**, this **Agreement** shall automatically renew for additional successive one (1) year term(s) unless either **Party** provides **Notice** of nonrenewal at least sixty (60) days prior to the end of the then-current term (each a "**Renewal Term**" and, together with the **Initial Term**, the "**Term**"). If the Term is renewed for one or more **Renewal Term**, the terms and conditions of this **Agreement** during each **Renewal Term** shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in fees in accordance with Section 7.7. If **Customer** provides timely **Notice** of nonrenewal, then this **Agreement** shall terminate on the expiration of the then-current **Renewal Term**, unless sooner terminated as provided in this Section 6.

6.3 Termination for Convenience. Either **Party**, in its sole discretion, may terminate this **Agreement**, in whole or in part, at any time without cause by providing at least ninety (90) days' prior **Notice** to the other **Party**.

6.4 Termination for Cause. Either **Party** may terminate this **Agreement** for cause, which termination shall be effective upon **Notice** to the other **Party** (the "**Defaulting Party**"), if the **Defaulting Party**:

- (a) breaches this **Agreement**, including by non-payment of any invoice(s) issued and/or sums due pursuant to Section 7 of this **Agreement**, and such breach is incapable of cure or, with respect to a breach capable of cure, the **Defaulting Party** does not cure such breach within thirty (30) days after receipt of **Notice** of such breach; or

- (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within thirty (30) business days or is not dismissed or vacated within thirty (30) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee,

custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.5 Effects of Termination or Expiration. Upon expiration or termination of this **Agreement** for any reason:

(a) **Service Provider** shall:

(i) promptly deliver to **Customer** all **Services** for which **Customer** has paid;

(ii) promptly remove any **Service Provider Equipment** located at **Customer's** premises;

(iii) transmit a final invoice to **Customer** within 30 days of completing work; and

(iv) upon **Customer's** written request and at **Customer's** expense, provide reasonable cooperation and assistance to **Customer** in transitioning the **Services** to a different **Person**.

(b) **Customer** shall:

(i) promptly pay for all **Services** actually performed by **Service Provider**;

(ii) cooperate with removal of **Service Provider Equipment** located at **Customer's** premise; and

(iii) promptly pay final invoice.

7. Fees and Expenses; Payment Terms.

7.1 Price. In consideration of the provision of **Services** by **Service Provider** and the rights granted to **Customer** under this **Agreement**, **Customer** shall pay the fees set forth in the **Statement of Work**, the total of which shall be referred to as the "**Initial Term Price**."

7.2 Expenses. **Customer** agrees to reimburse **Service Provider** for all actual, documented out-of-pocket expenses incurred by **Service Provider** in connection with the performance of **Services** and have been ratified or approved in advance by **Customer**.

7.3 Payment Terms. **Service Provider** shall issue monthly invoices to **Customer** in accordance with the terms of this section, and **Customer** shall pay all properly invoiced amounts due to **Service Provider** within thirty (30) days after **Customer's** **Notice** of each such invoice. All payments shall be in US dollars and made by check mailed to **Service Provider** at the address provided in Section 16.4.

7.4 Late Payments. If **Customer** fails to pay **Service Provider** any sum when due, then, in addition to all other remedies available under this **Agreement** and at law (which remedies **Service Provider** does not waive by the exercise of any right under this Section 7),

(a) all such sums due bear interest at the **Applicable Rate** starting on the date such sum is due until but excluding the date the overdue amount plus the **Applicable Rate** is fully paid; and

(b) if such failure continues for thirty (30) days after **Notice**, **Customer** is deemed to be in material breach of this **Agreement** and **Service Provider** may immediately suspend any **Service**, and terminate this **Agreement** pursuant to Section 6.4.

7.5 Late Payment Collection. **Customer** shall reimburse **Service Provider** for all costs incurred in collecting any overdue sums and related interest, including attorneys' fees, legal costs, court costs, and collection agency fees. If a check tendered by **Customer** is returned for insufficient funds, uncollected funds or stopped payment, **Customer** shall pay **Service Provider** a twenty-five dollar (\$25.00) fee.

7.6 No Setoff. **Customer** shall not withhold payment of any amounts due and payable under this **Agreement** by reason of any setoff of any claim or dispute with **Service Provider**, whether relating to **Service Provider**'s breach or otherwise.

7.7 Rate Increase. The **Parties** agree that after the expiration of the **Initial Term** and each subsequent **Renewal Term**, **Service Provider** may increase its standard fee rates specified in the **Statement of Work** upon at least sixty (60) days' prior **Notice** to **Customer**. The amount of such increase shall be the greater of:

(a) the percentage rate of increase for the immediately preceding twelve-month period in the Consumer Price Index available through U.S. Bureau of Labor Statistics (bls.gov) or, if such index is not available, such other index as the parties may agree most closely resembles such index; or

(b) five percent (5%).

7.8 Taxes. **Customer** shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by **Customer**.

8. Representations and Warranties.

8.1 Each **Party** represents and warrants to the other Party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this **Agreement**, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this **Agreement** by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the **Party**;

(d) it is in compliance with, and shall perform **Services** and obligations in compliance with, all applicable laws; and

(e) when executed and delivered by such **Party**, this **Agreement** will constitute the legal, valid, and binding obligation of such **Party**, enforceable against such **Party** in accordance with its terms.

8.2 **Service Provider** represents and warrants to **Customer** that it shall perform **Services** using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner, and shall devote adequate resources to meet its obligations under this **Agreement**.

8.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY.

9. Indemnification.

9.1 Service Provider Indemnification. Subject to the terms and conditions set forth in Sections 9.2 (Exceptions and Limitations on Indemnification) and 10 (Indemnification Procedures), **Customer** (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend **Service Provider** and its Affiliates ("**Indemnified Party**") against any and all losses, damages, diminutions in value, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by **Indemnified Party** (collectively, "**Losses**"), arising out of or related to any third-party claim alleging:

(a) breach or non-fulfillment of any representation or warranty set forth in Section 8 of this **Agreement** by **Indemnifying Party**;

(b) any negligent or more culpable act or omission of **Indemnifying Party**, and its **Affiliates** (including any reckless, willful, or intentional misconduct) in connection with the performance of its obligations under this **Agreement**;

(c) any bodily injury, death of any person, or damage to property caused by the negligent or more culpable acts or omissions of **Indemnifying Party** and its **Affiliates** (including any reckless, willful, or intentional misconduct); or

(d) any failure by **Indemnifying Party** to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this **Agreement**.

(e) Notwithstanding anything to the contrary in this **Agreement**, this Section 9.1 does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under another section of this **Agreement**.

9.2 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this **Agreement**, **Indemnifying Party** is not obligated to indemnify, hold harmless, or defend **Indemnified Party** against any claim (whether direct or indirect) if such claim or corresponding **Losses** result from **Indemnified Party's** gross negligence or more culpable act or omission (including reckless, willful, or intentional misconduct).

10. Indemnification Procedures.

10.1 Notice of Third-Party Claims. **Indemnified Party** shall give **Indemnifying Party** prompt **Notice** (a "**Claim Notice**") of any **Losses** or discovery of facts on which **Indemnified Party** intends to base a request for indemnification under Section 9.1 (**Service Provider Indemnification**). **Indemnified Party's** failure to provide a **Claim Notice** to **Indemnifying Party** under this Section 10 does not relieve **Indemnifying Party** of any liability that **Indemnifying Party** may have to **Indemnified Party**, but in no event shall **Indemnifying Party** be liable for any **Losses** that result directly from a delay in providing a **Claim Notice**, which delay materially prejudices the defense of the related third-party claim. Each **Claim Notice** must contain a description of the third-party claim and the nature and amount of the related **Losses** (to the extent that the nature and amount of the **Losses** are known at the time). **Indemnified Party** shall furnish promptly to **Indemnifying Party** copies of all papers and official documents received in respect of any **Losses**. **Indemnifying Party's** duty to defend applies immediately, regardless of whether **Indemnified Party** has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

10.2 Indemnifying Party Control of Defense. **Indemnifying Party** may assume, at its sole option, control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 9.1 (**Service Provider Indemnification**) (an "**Indemnified Claim**") by sending **Notice** of the assumption to **Indemnified Party** on or before 20 business days after receipt of a **Claim Notice** to acknowledge responsibility for the defense of such **Indemnified Claim** and undertake, conduct, and control, through reputable independent counsel of its own choosing (which **Indemnified Party** shall find reasonably satisfactory) and at **Indemnifying Party's** sole cost and expense, the settlement or defense thereof.

10.3 Indemnified Party's Obligations Regarding Indemnifying Party's Control of Defense. If **Indemnifying Party** assumes control of the defense under Section 10.2 (**Indemnifying Party Control of Defense**), **Indemnified Party**:

(a) shall fully cooperate with **Indemnifying Party** in connection therewith;
and

(b) may employ, at any time, separate counsel to represent it; provided, that **Indemnified Party** is solely responsible for the costs and expenses of any such separate counsel.

10.4 Indemnified Party Control of Defense. Notwithstanding anything to the contrary in Section 10 (**Indemnification Procedures**), **Indemnified Party** may defend an **Indemnified Claim** with counsel of its own choosing and without the **Indemnifying Party's** participation if:

(a) the **Indemnified Claim** is one for which **Indemnified Party** properly gave **Indemnifying Party** a **Claim Notice** under Section 10.1 (**Notice of Third-Party Claims**), and **Indemnifying Party** fails to assume the defense or refuses to defend the **Indemnified Claim** under Section 10.2 (**Indemnifying Party Control of Defense**);

(b) the **Indemnified Claim** seeks only an injunction or other equitable relief against **Indemnified Party**; or

(c) **Indemnified Party** reasonably believes:

(i) that there are one or more legal or equitable defenses available to it that are different from or in addition to those available to **Indemnifying Party**; and

(ii) counsel for **Indemnifying Party** could not adequately represent the interest of **Indemnified Party** because such interest could be a conflict with those of **Indemnifying Party**; or

(iii) such action or proceeding involves, or could have a material effect on, any material matter beyond the scope of indemnification or defense obligations of **Indemnifying Party**.

10.5 Indemnifying Party's Obligations Regarding Indemnified Party's Control of Defense. If **Indemnified Party** assumes control of the defense under Section 10.4 (**Indemnified Party Control of Defense**), **Indemnifying Party** shall:

(a) reimburse **Indemnified Party** promptly and periodically for the costs properly incurred in defending against the **Indemnified Claim** (including attorneys' fees and expenses); and

(b) remain responsible to **Indemnified Party** for any **Losses** indemnified under Section 9.1 (Service Provider Indemnification).

10.6 Settlement of Indemnified Claims by Indemnifying Party. **Indemnifying Party** shall give prompt **Notice** to **Indemnified Party** of any proposed settlement of an **Indemnified Claim**. **Indemnifying Party** may not, without **Indemnified Party's** prior written consent,

which **Indemnified Party** shall not unreasonably withhold, condition or delay, settle or compromise any indemnification-related claim or consent to the entry of any indemnification-related judgment unless such settlement, compromise, or consent:

- (a) includes an unconditional release of **Indemnified Party** from all liability arising out of or related to such claim;
- (b) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of **Indemnified Party**; and
- (c) does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of **Indemnified Party**.

10.7 Settlement of Indemnified Claims by Indemnified Party. **Indemnified Party** may not settle or compromise any claim or consent to the entry of any judgment regarding which it is seeking indemnification hereunder without the prior written consent of **Indemnifying Party**, which **Indemnifying Party** shall not unreasonably withhold, condition or delay, unless:

- (a) if the **Indemnified Claim** is one for which **Indemnified Party** properly gave **Indemnifying Party** a **Claim Notice** under Section 10.1 (**Notice of Third-Party Claims**), and **Indemnifying Party** fails to assume the defense or refuses to defend the **Indemnified Claim** under Section 10.4 (**Indemnifying Party Control of Defense**); or
- (b) such settlement, compromise, or consent:
 - (i) includes an unconditional release of **Indemnifying Party** from all liability arising out of such claim;
 - (ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of **Indemnifying Party**; and
 - (iii) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of **Indemnifying Party**.

11. Limitation of Liability.

11.1 No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT SHALL SERVICE PROVIDER OR ANY OF ITS AFFILIATES BE LIABLE UNDER THIS **AGREEMENT TO CUSTOMER** OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS **AGREEMENT**, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

11.2 No Tort Liability. IN NO EVENT SHALL **SERVICE PROVIDER** OR ANY OF ITS **AFFILIATES** BE LIABLE UNDER A TORT THEORY OF LIABILITY FOR ANY DAMAGES CAUSED BY NEGLIGENT CONDUCT THAT HAS NOT CAUSED PHYSICAL INJURY.

11.3 Maximum Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT SHALL **SERVICE PROVIDER'S** AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS **AGREEMENT**, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SERVICE PROVIDER PURSUANT TO THIS **AGREEMENT** IN THE TERM PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.4 Reformation. SHOULD A COURT OR ARBITRATOR DETERMINE THAT THIS PROVISION IS UNENFORCEABLE, IN WHOLE OR IN PART, THEN IT IS THE INTENTION OF THE PARTIES THAT THIS PROVISION BE REFORMED BY SUCH COURT OR ARBITRATOR TO PROVIDE FOR THE MAXIMUM LIMITATION OF LIABILITY ALLOWED BY APPLICABLE LAW.

11.5 Subrogation. **Service Provider** and **Customer** waive all rights against each other, for any damages resulting from any loss to the extent such loss is covered by any insurance that may be applicable. This mutual waiver of subrogation shall be effective as to a person or entity even though that person would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. Insurance.

12.1 At all times during the **Term** of this **Agreement**, **Service Provider** shall procure and maintain Commercial General Liability with limits no less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, which shall include contractual liability and/or other coverage.

12.2 Proof of all insurance policies required pursuant to this Section shall have been provided to **Customer** in **Service Provider's** response to **Customer's** Request for Proposal, and shall remain in full force and effect during the **Term** of this **Agreement** unless:

(a) **Service Provider** provides **Customer** at least thirty (30) days' prior **Notice** of cancellation or non-renewal of policy coverage; and

(b) prior to such cancellation, the **Service Provider** shall have new insurance policies in place that meet the requirements of this Section 12.

12.3 Upon the written request of **Customer**, **Service Provider** shall provide **Customer** with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 12, and **Service Provider** shall not do anything to invalidate such insurance. This Section 12 shall not be construed in any manner as waiving, restricting, or limiting the liability of either **Party** for any obligations imposed under this **Agreement** (including but not limited to, any provisions requiring a **Party** hereto to indemnify, defend, and hold the other harmless under this **Agreement**).

13. Non-Solicitation.

13.1 Non-Solicitation of Employees. **Customer** understands and acknowledges that **Service Provider** has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to **Service Provider**. The **Customer** agrees and covenants not to directly or indirectly solicit, hire, or recruit for its own benefit or the benefit of any other **Person**, or so attempt to solicit, hire, or recruit, any employee of the **Service Provider** or any employee who has been employed by **Service Provider** for the duration of this **Agreement** (collectively, "**Covered Employee**"), or induce any **Covered Employee** to terminate their employment for a period of two years, immediately following the termination this **Agreement**, regardless of the reason for the termination.

(a) **Customer** further agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee of **Service Provider** or any employee who has been employed by **Service Provider** within the Parishes of Orleans and Jefferson.

(b) This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, and Twitter, and any other social media platform, whether or not in existence at the time of entering into this **Agreement**.

13.2 Liquidated Damages. If the **Customer** breaches Section 13.1, the **Customer** shall, on demand, pay to the **Service Provider** a sum equal to 50% of the **Initial Term Price**.

14. Non-Exclusivity.

The **Service Provider** retains the right to perform the same or similar type of services for third parties during the **Term** of this **Agreement**.

15. Force Majeure.

15.1 No **Party** shall be liable or responsible to the other **Party**, or be deemed to have defaulted under or breached this **Agreement**, for any failure or delay in fulfilling or performing any term of this **Agreement** (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, without

limitation, the following force majeure events (“**Force Majeure Events**”): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, hurricane, or other natural disaster; (c) war, explosion, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, Law, or actions; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) any other similar events or circumstances beyond the control of the **Impacted Party**.

15.2 The **Impacted Party** shall give **Notice** within seven (7) days of the **Force Majeure Event** to the other party, stating the period of time the occurrence is expected to continue. The **Impacted Party** shall use diligent efforts to end the failure or delay and ensure the effects of such **Force Majeure Event** are minimized. The **Impacted Party** shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the **Impacted Party's** failure or delay remains uncured for a period of 60 consecutive days following **Notice** given by it under this Section 15.2, either **Party** may thereafter terminate this **Agreement** upon 15 days’ **Notice**.

15.3 During the **Force Majeure Event**, the non-affected **Party** may similarly suspend its performance obligations until such time as the **Impacted Party** resumes performance.

15.4 If a **Force Majeure Event** results in increased costs for and/or significantly changed circumstances affecting the ability of the **Impacted Party** to comply with its obligations under this **Agreement**, the **Parties** agree to negotiate a satisfactory solution in good faith, which may include additional costs. If a satisfactory solution cannot be amicably reached, the **Impacted Party** may terminate this **Agreement** by providing thirty (30) days’ prior **Notice** to the other **Party**.

16. Miscellaneous.

16.1 Further Assurances. Each of the **Parties** shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this **Agreement**.

16.2 Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the **Parties** hereto or an employee/employer or agency relationship. **Service Provider** shall be an independent contractor pursuant to this **Agreement**. Neither **Party** shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other **Party** or to bind the other **Party** to any contract, agreement, or undertaking with any third party.

16.3 Public Announcements. Neither **Party** shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this **Agreement**, or otherwise use the other **Party's** trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other **Party**.

16.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and shall be deemed to have

been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) or email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the respective **Parties** at the addresses indicated below (or at such other address for a **Party** as shall be specified in a **Notice** given in accordance with this Section 16.4):

If to Service Provider: **First Klass Enterprises LLC**
 Attention: **Georgina Masters/Terry Gaddis**
 1901 Manhattan Boulevard, Bldg. D
 Harvey, LA 70058

 Email: **gm@fkenterprise.com /Owner@Fkenterprise.com**

If to Customer: **Jefferson Parish Dept of Juvenile Services**
 200 Derbigny Street Suite 4400
 PhoneNumber: 504-364-2680

 Email: **Sfolve@jeffparish.net**

 Attention: **Shanna Folve**

16.5 Interpretation. The headings in this **Agreement** are for reference only and shall not affect the interpretation of this **Agreement**. This **Agreement** shall be construed without regard to any presumption or rule requiring construction or interpretation against the **Party** drafting an instrument or causing any instrument to be drafted. Unless the context otherwise requires, references herein:

- (a) to Sections, Exhibits, and Statements of Work refer to the Sections of, Exhibits, and Statements of Work attached to this **Agreement**;
- (b) to an agreement, instrument, or other document refer to such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and
- (c) to a statute refer to such statute or law as amended from time to time, and includes any successor legislation thereto and any regulations promulgated thereunder.

16.6 Entire Agreement. The Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this **Agreement** to the same extent as if they were set forth verbatim herein. This **Agreement**, together with all Exhibits and Statements of Work, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the **Parties** with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this **Agreement** and those of any Exhibit or Statement of Work, the following

order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits; (b) second, the Statement of Work; and (c) third, any Exhibits to this **Agreement**.

16.7 Assignment. Neither **Party** may assign, transfer, or delegate any or all of its rights or obligations under this **Agreement** without the prior written consent of the other **Party**, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior **Notice** to the other **Party**, either **Party** may assign the **Agreement** to an **Affiliate** of such **Party** or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning **Party** of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This **Agreement** shall be binding upon and shall inure to the benefit of the **Parties** and their respective successors and permitted assigns.

16.8 No Third-Party Beneficiaries. This **Agreement** is for the sole benefit of the **Parties** and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other **Person** any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this **Agreement**.

16.9 Amendment and Modification. This **Agreement** may only be amended, modified, or supplemented by an agreement in writing signed by each **Party**.

16.10 No Waiver.

(a) No Oral Waivers. No waiver under this **Agreement** is effective unless it is in writing, identified as a waiver to this **Agreement**, and signed by an authorized representative of the **Party** waiving its right.

(b) Waiver Only for Specific Instance and Purpose. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver with respect to any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

(c) Failure, Delay, and Course of Dealing Not a Waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this **Agreement** shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.11 Severability. If any term or provision of this **Agreement** is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this **Agreement** or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the **Parties** shall negotiate in good faith to modify this **Agreement** so as to give effect to the original intent of the **Parties** as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.12 Governing Law. This **Agreement** and all related documents including all Exhibits, and all matters arising out of or relating to this **Agreement**, whether sounding in contract, tort, or statute are governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any choice or conflict of laws provisions thereof (whether of Louisiana or any other jurisdiction) that would cause the laws of any jurisdiction other than those of Louisiana to apply. The **Parties** agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this **Agreement**.

16.13 Submission to Jurisdiction. Any legal suit, **Action**, or proceeding arising out of or relating to this **Agreement** or the Services shall be instituted exclusively in in any United States federal court or state court with jurisdiction in the Parish of Jefferson in the State of Louisiana, namely the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana, and the United States District Court of the Eastern District of Louisiana, and each Party irrevocably submits to the exclusive jurisdiction of these courts in any such suit, **Action**, or proceeding. Service of process, summons, notice, or other document by mail to such **Party**'s address set forth herein shall be effective service of process for any suit, **Action**, or other proceeding brought in any such court.

16.14 Waiver of Jury Trial. EACH **PARTY** IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL **ACTION**, PROCEEDING, CAUSE OF **ACTION**, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS **AGREEMENT**, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS **AGREEMENT**, OR THE SERVICES CONTEMPLATED HEREBY. EACH **PARTY** CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER **PARTY** HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER **PARTY** WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL **ACTION**, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS **AGREEMENT** BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

16.15 Specific Performance. Each **Party** acknowledges that a breach by a **Party** of Section 13 (Non-Solicitation) may cause the non-breaching **Party** irreparable damages, for which an award of damages would not be adequate compensation. The **Parties** consequently agree that, in the event of such breach or threatened breach, the non-breaching **Party** will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court of competent jurisdiction (without any requirement to post bond).

16.16 Attorneys' Fees. If any **Action**, suit, or other legal or administrative proceeding is instituted or commenced by either **Party** against the other **Party** arising out of or related to this **Agreement**, the prevailing party in the suit, **Action**, or proceeding shall be entitled to recover, in addition to all other damages to which it may be entitled, the costs incurred by such **Party** in conducting the suit, **Action**, or proceeding, including actual attorneys' fees, expenses, and court costs.

16.17 Counterparts. This **Agreement** may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this **Agreement** delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original, signed copy of this **Agreement**.

16.18 Business Days. If any date on which a **Party** is required to make a payment or perform any other obligation pursuant to the terms of this **Agreement** is not a business day, then such **Party** shall make such payment or perform such obligation on the next succeeding business day.

16.19 Time of the Essence. Time shall be of the essence in this **Agreement**.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this **Agreement** as of the Effective Date first above written.

FIRST KCLASS ENTERPRISES, LLC

By _____

Name Georgina Masters

Title: CFO

Jefferson Parish Department of Juvenile
Service

By _____

Name:

Title:

EXHIBIT A

STATEMENT OF WORK

This **Statement of Work** ("SOW"), adopts and incorporates by reference the terms and conditions of the professional services agreement to which it is attached ("**Master Agreement**"), which was effective on **May 21, 2024**, between FIRST KCLASS ENTERPRISES LLC, a limited liability company organized under the laws of the State of Louisiana ("**Service Provider**") and [**Jefferson Parish Dept of Juvenile Services**, State of Louisiana ("**Customer**," and together with **Service Provider**, the "**Parties**," and each, a "**Party**"), as it may be amended from time to time. This SOW is effective beginning on _____ ("**Effective Date**") and **Services** shall begin on _____. This SOW shall remain in effect in accordance with the **Master Agreement**. **Services** performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the **Master Agreement**, and any applicable **Change Orders**. Capitalized terms used but not defined in this SOW shall have the meanings set out in the **Master Agreement**.

1. **Defined Terms**. For purposes of this SOW, the following terms shall have the following meanings:
 - “**[DEFINED TERM]**” [TEXT OF DEFINITION].
 - “**[DEFINED TERM]**” [TEXT OF DEFINITION].]
2. **Scope of Work**. Janitorial Contract for Inspire NOLA Charter Schools
3. **Contract Managers**. The following personnel are designated as Contract Managers under the Master Agreement:
 - a. Customer Contract Manager: _____ Position _____
 - b. Service Provider Contract Manager: **Terry D. Gaddis/ Georgina Masters**
[CONTACT INFORMATION] **504-641-4400**
4. **Services Schedule**. The Service Provider shall carry out the requested services with the prescribed frequencies: outline in **Scope of work**
5. **Pricing**. All costs listed below are based on the scope and assumptions included in this SOW

IN Witness WHEREOF, the Parties hereto have executed the Agreement this

_____ Year of 2024

**Jefferson Parish Department of Juvenile Service
200 Derbigny Street Suite 4400
Gretna, La. 70053**

**First Klass Enterprises, LLC.
1901 Manhattan Blvd Suite D
Harvey, La. 70058**

Director of Finance/Operations

FKE Representative

Print Name

Georgina G. Masters
Print Name

INITIAL CLEANING (OPTIONAL)

Jefferson Parish Department of Juvenile Service
200 Derbigny Street Suite 400
Gretna La. 70053

THERE SHALL BE A ONE TIME AND ONE TIME ONLY CHARGE OF:

\$00.00

A. FLOORS

1. Machine strip all tile floors, taking care to get into corners, along edges and beneath furniture.
2. Rinse, reseal and refinish all tile floors.
3. Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

B. OFFICES

1. Thoroughly wipe vertical and horizontal surfaces including desks, files, window sills, tables, chairs, telephones and calculators.
2. Accomplish all high dusting of light fixtures, air diffusers and doorframes.
3. Wash all partition and lobby glass.
4. Wash trash receptacles, using disinfectant.

C. RESTROOMS

1. Scour and disinfect all basins, toilets, urinals and showers inside and outside.
2. Polish all bright work, attempting to remove lime and mineral deposits.
3. Wash trash receptacles, using a disinfectant.
4. Wash all partitions with a high co-efficient disinfectant.

D. CARPET

1. Shampoo carpet using the extraction/bonnet method.
2. Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

E. CAFETERIA

1. Machine strip all tile floors, taking care to get into corners, along edges and beneath furniture.
2. Rinse, reseal and refinish all tile floors.

Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

E. WINDOWS (Common Areas)

1. Thoroughly clean exterior windows and side areas
2. Damp wipe all window frames.

Client Approval:

X _____
Signature

Print name and Title

INITIAL CLEAN COMPLETED

I, the undersigned, have inspected and agree that the initial

Cleaning the amount of

\$00.00

as indicated in the First Klass Enterprise contract,

has been completed to my satisfaction.

**Jefferson Parish Department of Juvenile Service
200 Derbigny Street Suite 4400
Gretna, LA. 70053**

AUTHORIZED SIGNATURE

DATE

PRINT NAME AND TITLE

FKE SIGNATURE



First Class Enterprises
504.641.4400

Proposed Staffing

Location: 1546 Gretna Blvd Harvey, La. 70058

Position	Shift	Wages
Day Porter	8:00am- 5:00pm	\$16.00-\$18.50
General Cleaner (1-2)	4:30pm-10:30pm	\$15.00-\$16.50
Operations Manager	Daily Onsite Visits	Salaried
Hour may be subject to change according to Activities		

Location: 1546-B Gretna Blvd Harvey, La. 70058

Position	Shift	Wages
General Cleaner (1-2)	4:30pm-10:30pm	\$15.00-\$16.50
Operations Manager	daily onsite visits	Salaried
Hour may be subject to change according to Activities		

Location: 3420 N. Causeway Blvd. Metairie, La. 70002

Position	Shift	Wages
General Cleaner (1-2)	4:30pm-10:30pm	\$15.00-\$16.50
Operations Manager	Daily onsite visits	Salaried
Hour may be subject to change according to Activities		



First Klass Enterprises
504.641.4400

Pricing Schedule-Per Month

Location:	Janitorial Cost Per Month
1546 Gretna Blvd Harvey, La. 70058	\$9,000.00 .291 sf.
Total	\$9,000.00

Location:	Janitorial Cost Per Month
1546 -B Gretna Blvd Harvey, La. 70058	\$11,040.00 .30 sf
Total	\$11,040.00

Location:	Janitorial Cost Per Month
3420 N. Causeway (Temp Location) Metairie, La. 70002	\$3,000.00 .40 sf.
Total	\$3,000.00



First Class Enterprises
504.641.4400

Pricing Schedule-Per Year

Location:	Janitorial Cost Per Year
1546 Gretna Blvd Harvey, La. 70058	\$108,000.00
Total	\$108,000.00

Location:	Janitorial Cost Per Year
1546 -B Gretna Blvd Harvey, La. 70058	\$132,480.00
Total	\$132,480.00

Location:	Janitorial Cost Per Year
3420 N. Causeway (Temp Location) Metairie, La. 70002	\$36,000.00
Total	\$36,000.00

This price includes all Labor, supervision, Material & Equipment, custodial consumables, payroll taxes, Insurance Etc.

****Emergency work billed at \$27.00 Per hour****



First Class Enterprises
504.641.4400

Pricing Schedule-Per Month

Location: NEW LOCATION	Janitorial Cost Per Month
100 David Drive Metairie La. 70003	\$3,450.00 .30 sf.
Total	\$3,450.00

Pricing Schedule-Per Year

Location: NEW LOCATION	Janitorial Cost Per Year
100 David Drive Metairie La. 70003	\$41,400.00
Total	\$41,400.00

**** Pricing is subject to change base on supplies cost and move in date****

*****This Location is currently not a toal on the BID Total amount *****



First Klass Enterprises
504.641.4400

Daily Services:

- All interior and exterior trash receptacles shall be emptied, and trash removed to the compactor located on the property.
- Note: Install new trash liners furnished as needed.
- All ashtrays shall be emptied and cleaned, including sand type, at building entrances.
- All floor mats and floors under mats shall be cleaned.
- Clean water fountains with germicidal detergent and polish after cleaning.
- Clean and polish stainless steel in and around elevators. Clean all floors, walls, glass, etc. inside elevators.
- All entrance glass doors and windows shall be totally cleaned inside and outside with a soft, clean, lint-free cloth, with glass cleaner. Outside windows, aside from those within entranceways, are not the responsibility of the contractor.
- All security glass (Clerk of Court and Main Court) shall be cleaned on the outside.
- All other interior glass and windows shall be spot cleaned.
- All tile and hard surface floors must be swept, dust mopped with treated mop, and damp mopped.
- Remove all trash and paper from stairwells.
- All stairwells must be swept and cleaned with mop if necessary.
- All carpet spots and stains shall be removed and cleaned by means of wet extraction; any gum shall be removed.
- Vacuum all carpeting.
- Damp wipe table tops and seats in kitchen areas.
- Wipe down chairs in lobby or waiting areas.
- Wipe all non-office doors with disinfectant.
- All exterior building entrances shall be cleaned and swept if needed.



First Klass Enterprises
504.641.4400

Restrooms - Daily

- Restroom receptacles shall be filled in all bathrooms, including private bathrooms.
- Supplies (soap, paper towels, and toilet paper, etc.) shall be provided by the vendor
- Empty trash receptacles and wipe with germicidal disinfectant cleaner, if needed.
- Clean and polish mirrors.
- Toilets and urinals shall be cleaned and disinfected inside and outside. Polish all bright work.
- Toilet seats shall be cleaned and disinfected on both sides.

- Wet mop and rinse restroom floors with disinfectant.
- All walls and partitions shall be cleaned to remove spots and splashes.
- Scour and disinfect all basins, bowls, and fixtures. Polish all bright work.
- Empty sanitary napkin receptacles and damp wipe with disinfectant. Install paper liners supplied by vendor.
- Wipe all bathroom door handles, inside and outside with disinfectant.

****** Always have wet floor signs visible when mopping floors.******

Weekly Services:

- All tile and hard surface floors shall be spray buffed, including stairways.
- Elevator tile floors shall be waxed, if necessary.
- Dust all surfaces of desk, file cabinets, furniture, chairs, tables, pictures, windowsills, and ledges.
- All toilet/urinal partitions shall be washed and disinfected.
- Interior partition glass shall be cleaned with a soft, clean, lint-free cloth and glass cleaner.
- All handrails, including stairways, shall be cleaned if needed.



First Klass Enterprises
504.641.4400

Monthly Services:

- Dust above hand height, including but not limited to vents, fixtures, cabinets, lockers, vending machines, door frames, shelves, pictures, etc.
- Remove fingerprints and marks from light switches, door frames and area around door handles.
- Vacuum all upholstered furniture.
- All walls, doors, frames, and baseboards shall be cleaned as needed.
- Stairways shall be swept and dusted for cobwebs.
- Scrub floors in bathrooms with motorized scrubbing equipment.

Semi-Annual Services:

- All blinds shall be dusted every six months.
- All A/C vent diffusers (Supply, Return and Bathroom Exhausts) and light fixtures shall be cleaned (dusted) every six months. This shall include all ceilings up to 12 feet from floor.

STATE & LOCAL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1340 Poydras Street, Suite 1800 | New Orleans, LA 70112



August 3, 2023

VIA EMAIL

Ms. Georgina Masters
First Klass Enterprises LLC
1901 Manhattan Blvd., Suite D
Harvey, LA 70058
gm@fkenterprise.com

RE: SLDBE Certification Renewal

Dear Ms. Masters:

We are pleased to inform you that **First Klass Enterprises LLC** has been approved for re-certification as a State & Local Disadvantaged Business Enterprise (SLDBE). This approval represents certification with the City of New Orleans, Sewerage & Water Board of New Orleans, and the Louis Armstrong New Orleans International Airport

Your firm's contact information will remain active on the online SLDBE Directory (<http://neworleans.dbesystem.com>). It will reflect your areas of certification. Your specialties will be listed with the following NAICS as:

- NAICS 561720 Janitorial services
- NAICS 561210 Facilities Support Services
- NAICS 561730 Landscaping Services
- NAICS 561790 Pressure washing (e.g., buildings, decks, fences)

A re-certification notice will be emailed to you prior to the date of expiration. However, should you not receive notification from this office for your re-certification, it is your responsibility to contact us. The submittal of this information is necessary to ensure that there is no interruption in your certified status. **If a re-certification application is not received by the renewal date, we will proceed with decertification procedures. Additionally, you must notify our office immediately regarding any changes which affect the social and economic disadvantaged status, size, ownership, or control of your firm.**

We reserve the right to withdraw this certification if at any time it is determined that DBE certification was knowingly obtained by the submission of false, misleading, or incorrect data. We further reserve the right to request additional information and/or conduct an on-site visit at any time while your certification is active.

If you have any questions and or comments, please do not hesitate to contact me.

Sincerely,

Lori Barthelemy

Lori Barthelemy
Director

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES X NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED 25% %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF June 2026

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES June 2024

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 72579

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: First Klass Enterprises LLC of Louisiana

ADDRESS: 1901 Manhattan Blvd Bldg D

CITY, STATE: Harvey Louisiana ZIP: 70058.

TELEPHONE: (504-) 641-4400 FAX: (504) 910-9960

EMAIL ADDRESS: Owner@fkenterprise.com / gm@fkenterprise.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 50-00145125-1 May10th 2024

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ Janitorial Services & supplies \$23,040.00 Monthly Labor only FT Custodial \$27.00 per hour

AUTHORIZED SIGNATURE: 

Georgina Masters

Printed Name

TITLE: CFO

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00145125

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	24.00	MO	<p>LABOR, MATERIALS & EQUIPMENT TO PROVIDE A TWO (2) YEAR JANITORIAL CONTRACT FOR DEDICATED FACILITIES UNDER JURISDICTION OF THE DEPARTMENT OF JUVENILE SERVICES</p> <p>0001 Two (2) year Janitorial Contract to cover the furnishing of labor, materials and equipment necessary to provide a two (2) year contract for facilities under the jurisdiction of the Department of Juvenile Services. See attached bid specifications. For additional information please contact Donald Spell, Property Manager at (504) 364-3750 ext. 87408.</p> <p>Location: Jefferson Parish Juvenile Court 1546 Gretna Boulevard Harvey, LA 70058</p>	\$ 23,040.00 mo	\$ 276,480 Yearly
2	24.00	MO	<p>0002 Jefferson Parish Juvenile Justice Administration Complex</p> <p>1546B Gretna Boulevard Harvey, LA 70058</p>	\$ 11,040.00	\$ 216,000.00 2 years
3	24.00	MO	<p>0003 Jefferson Parish Juvenile Services Eastbank Office (Current)</p> <p>3420 N. Causeway Boulevard Metairie, LA 70002</p>	\$ 3,000.00	\$ 72,000.00 2 years
4	24.00	MO	<p>0004 Jefferson Parish Juvenile Services East Bank Office Building (New)</p> <p>100 David Drive Metairie, LA 70003</p>	\$ 3,450.00	\$ 82,800.00 2 years
5	1.00	HR	<p>0005 Day Porter Daily Rate Provide an hourly rate for a day time janitorial employee to perform regular janitorial services that are listed under the attached day time janitorial employee job description. Contractor will also be required to provide equipment for the employee to use to perform these services. Employee may be used on an hourly basis for intermittent work at various building.</p>	\$ 27.00	\$ 216 .00 per day
6	1.00	SQFT	<p>0006 Carpet Cleaning Provide a square footage cost for carpet</p>	\$.35 sq ft	\$

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00145125

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
7	1.00	SQFT	<p>cleaning as needed which includes everything to do a total wet extraction at any of the buildings to be covered in this contract. Please not that the Bonnet Cleaning System is not acceptable for carpet cleaning.</p> <p>0007 Tile & Hard Surface Floor Cleaning Provide a square footage cost for tile and hard surface floor refinishing as needed which includes everything for stripping, cleaning, waxing and buffing at any of the buildings to be covered in this contract.</p> <p>***PLEASE SEE ATTACHED SPECIFICATIONS***</p>	\$.65 sq ft	\$

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF _____
INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

Occupational License Tax Renewal Form

Retail MDSE/Service/Rental

Jefferson Parish
PO Box 248
GRETNA, LA 70054-0248
(504) 363-5637

Jurisdiction: Unincorporated

Account #: 35299795

Year: 2024

Confirm #: T4QW5YVR1C

Taxpayer Information

Name: <u>First Klass Enterprises LLC</u>	Phone: <u>5046414400</u>
Address: <u>1901 Manhattan Blvd Suite D</u>	E-Mail: <u>gm@Fkenterprise.com</u>
<u>Harvey, LA 70058</u>	Business Start: <u>2023-1-1</u>

FOR PUBLIC DISPLAY - NOT TRANSFERABLE

ISSUED BY

SHERIFF AND EX-OFFICIO TAX COLLECTOR-JEFFERSON PARISH, LOUISIANA

2023 Occupational License Tax

KLASS ENTERPRISES LLC OF LOUISIANA
1901 MANHATTAN BLVD #D
HARVEY LA 70058



License # **3085416**

Account # **35299795**

Location Address

1901 MANHATTAN BLVD #D
HARVEY, LA

Business Class 561720
Janitorial Services

License Class 1740
Retail Mdse/Service/Rental/etc

Tax	Interest	Penalty	Other	Total	Payment
\$50.00	\$0.15	\$2.50	(\$0.03)	\$52.62	\$52.62

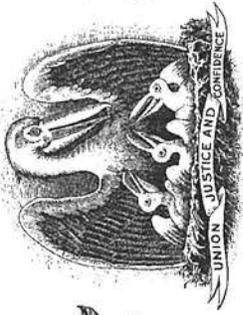
JOSEPH P. LOPINTO, III
SHERIFF & TAX COLLECTOR

Gregory A. Ruppert, Director
Bureau of Revenue and Taxation

Pursuant to Jefferson Parish Code of Ordinances Chapter 35, Article VI, Section 35-153, the issuance of this occupational license to the person or firm named hereon is a receipt for payment of said tax and entitles the recipient to operate a business at the location shown, provided said business is operated within the confines of the application thereof, and does not violate any parish or state criminal, health, or zoning laws. This license will expire December 31, 2023.

RENEWAL APPLICATIONS ARE DUE PRIOR TO MARCH 1.

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

FIRST KLASS ENTERPRISES LLC OF LOUISIANA
1901 Manhattan Blvd Bldg. D
Harvey, LA 70058

is duly licensed and entitled to practice the following classifications

LIMITED SPECIALTY SERVICES



Witness our hand and seal of the Board dated,
Baton Rouge, LA 20th day of November 2023



Director



Chairman



Treasurer

Expiration Date: September 3, 2024

License No: 72579

This License Is Not Transferrable

Non-Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared: Georgina Masters, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized Agent ^{First Klass Enterprises LLC of Louisiana} of _____ (Entity), the party who submitted a bid in response to Bid Number 50-00145125, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.


Signature of Affiant

Georgina Masters
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 17th DAY OF may, 2024


Notary Public

CARLOS A. RAMIREZ
Printed Name of Notary

LASBAR 31532
Notary/Bar Roll Number

My commission expires FOR LIFE.

CARLOS A. RAMIREZ
NOTARY PUBLIC - ID NO. 87353
LA BAR # 31532
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
First Class Enterprises LLC of Louisiana

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1901 Manhatta Blvd Bldg D

6 City, state, and ZIP code
Harvey, Louisiana 70058

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-			-			
--	--	--	--	---	--	--	---	--	--	--

or

Employer identification number

4	6	-	2	1	3	4	0	3	9
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person: Date ▶ **1-2-2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

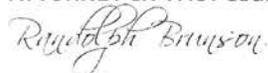
PRINCIPAL NAME First Klass Enterprises LLC Of Louisiana	PRINCIPAL ADDRESS 1901 Manhattan Blvd , Bldg D , Harvey, LA 70058
SURETY NAME The Ohio Casualty Insurance Company	SURETY ADDRESS 175 Berkeley Street, Boston, MA 02116
OBLIGEE NAME Jefferson Parish	OBLIGEE ADDRESS 200 Derbigny Street, Gretna, LA 70053

Bond Information

BID DATE 05/21/2024	CONTRACT ID 50-00145125	CONTRACT VENDOR ID 6727
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PROJECT DESCRIPTION
5000145125-Labor, Materials & Equipment to Provide A Two (2) Year Janitorial Contract for Dedicated Facilities Under Jurisdiction of The Department of Juvenile Services

AMOUNT OF BID SECURITY 5%	AMOUNT OF BID SECURITY-SPELLED OUT Five Percent of the Amount Bid
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BOND ENTERED AND EXECUTED BY Randolph A. Brunson	ATTORNEY-IN-FACT SIGNATURE 
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Know all men by these presents that The Ohio Casualty Insurance Company, a Corporation duly organized under the laws of the State of New Hampshire, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

SURETY

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Randolph A. Brunson

of the city of Baton Rouge, state of Louisiana its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: First Class Enterprises LLC Of Louisiana

Obligee Name: Jefferson Parish

Bond Amount: See Bond Form

Surety Bond Number: SLA0513125084

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 05/13/2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary