

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
KEMP GROUP INTERNATIONAL CORPORATION
FOR
SCHOOL CROSSING GUARD SERVICES**

This Agreement made and entered into this 11 day of August, 2021, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and KEMP GROUP INTERNATIONAL CORPORATION (hereinafter "Vendor").

WHEREAS, City issued Request for Proposal No. 4671-21-JE (hereinafter the "RFP") for a School Crossing Guard Services; and

WHEREAS, Vendor submitted a proposal in response to the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, the proposal submitted by Vendor, and the Blanket Purchase Order, if applicable, (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
COMPENSATION**

Vendor shall be compensated for services in the amount of \$451,000.00 per year for the initial contract period based upon the hourly rates for the school crossing guards as set forth in the attached Exhibit A.

**ARTICLE III
INDEMNIFICATION**

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in

any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Document. Nothing in this Agreement or under the RFP Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE IV
REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE V
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE VI
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VII
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Chris O'Brien, Police Chief
City of Hollywood

3250 Hollywood Boulevard
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

Kemp Group International Corporation
Attn: Joe Faluade, Project Manager
2111 SW 60th Way
Miramar, FL 33023

ARTICLE VIII
THIRD PARTY RIGHTS

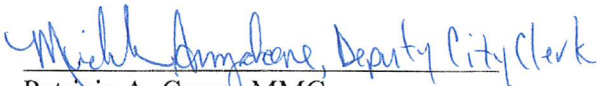
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

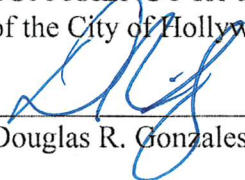
CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

By: 
Josh Levy, Mayor

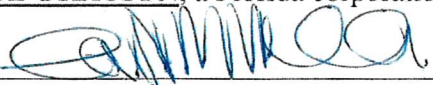
ATTEST:

for 
Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida only.


Douglas R. Gonzales, City Attorney

**KEMP GROUP INTERNATIONAL
CORPORATION**, a Florida corporation

By: 

CHRISTINA ADERINOKUN
Name typed, printed or stamped
Title: President

EXHIBIT "A"

HOURLY RATES FOR SCHOOL CROSSING GUARDS

- | | |
|--|-------------------------|
| 1. School Crossing Guards and Supervisors | \$14.00 per hour |
|--|-------------------------|

RESOLUTION NO. R-2021-179 App'd 7/7/21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RANKING THE FIRMS TO PROVIDE SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH KEMP GROUP INTERNATIONAL CORPORATION, THE HIGHEST RANKED FIRM, IN AN ESTIMATED ANNUAL AMOUNT OF \$451,000.00 OVER A THREE YEAR PERIOD.

WHEREAS, the Police Department requires school crossing guard services throughout the year and for the summer school session; and

WHEREAS, this service is required to aid children in crossing busy intersections near school locations and for crossing guards to protect the safety and welfare of our children; and

WHEREAS, there are 62 school crossing guards located throughout the City, and each guard is required to be at their assigned location for an hour and a half each morning, and one hour each afternoon, for approximately 36 weeks per year; and

WHEREAS, on April 29, 2021, Request for Proposals ("RFP") No. RFP-4671-21-JE was posted on the City's Website and advertised on Bidsync.com in accordance with the City's Procurement Code; and

WHEREAS, on May 27, 2021, the RFP was opened at 3:00 P.M. and resulted in responses from four firms as follows:

- AJ Squared Security
Pompano Beach, FL.
- Kemp Group International Corp.
Miramar, FL.
- Nextaff
Lauderhill, FL.
- Waterfield Florida Staffing
Fort Lauderdale, FL.

; and

WHEREAS, proposals were evaluated based on criteria established in the RFP, which included: (1) Understanding the overall needs of the City (20 points); (2) Experience/Qualifications/References (25 points); Scope of services (25 points), and Cost to the City (30 points); and

WHEREAS, on June 3, 2021, the Evaluation Committee consisting of Hollywood Police staff met and ranked the proposals as follows:

- Kemp Group International Corporation 270 points
- Waterfield Florida Staffing 204 points
- Nextaff 167 points
- AJ Squared Security 107 points

; and

WHEREAS, the Chief of Police and the Assistant Director of Financial Services for Procurement recommend that the City Commission authorize the appropriate City officials to execute an agreement with Kemp Group International Corporation for School Crossing Guard Services for a three-year period with the right to renew for two additional one-year periods subject to vendor acceptance, satisfactory performance and the determination that renewal will be in the best interest of the City, for an estimated annual expenditure of \$451,000.00; and

WHEREAS, award is subject to the City receiving all insurance required along with endorsements to be approved by the City's Risk Manager, along with signed statements of Hold Harmless and Indemnity to the City; and

WHEREAS, funding for this service has been appropriated and exists in account number 001.204303.52100.531170.000000.000.000 and will be requested in subsequent fiscal years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the issuance, by the appropriate City officials, of an agreement with Kemp Group International Corporation, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RANKING THE FIRMS TO PROVIDE SCHOOL CROSSING GUARD SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH KEMP GROUP INTERNATIONAL CORPORATION, THE HIGHEST RANKED FIRM, IN AN ESTIMATED ANNUAL AMOUNT OF \$451,000.00 OVER A THREE YEAR PERIOD.

PASSED AND ADOPTED this _____ day of _____, 2021.

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

DOUGLAS R. GONZALES
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/27/2021

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

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

PRODUCER BENDELL INSURANCE GROUP INC PO Box 164235 Miami, FL 33116-4235 A195277		CONTACT NAME: ANDREW OGHINAN PHONE (A/C, No, Ext): (305) 249-5055 FAX (A/C, No): (305) 249-5057 E-MAIL ADDRESS: big@bendellinsurance.com	
INSURED KEMP GROUP INTERNATIONAL DBA KEMP SECURITY P.O. BOX 471614 MIAMI, FL 33247 954-437-7294		INSURER(S) AFFORDING COVERAGE INSURER A: JAMES RIVER INS. COMPANY NAIC # 12203 INSURER B: PROGRESSIVE EXPRESS INS COMPANY 10193 INSURER C: JAMES RIVER INS COMPANY 12203 INSURER D: INSURER E: INSURER F:	

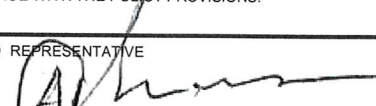
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	00065807-6	02/24/21	02/24/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Anyone person) EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		02103292-6	04/18/21	04/18/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$			00112940-0	02/24/21	02/24/22	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NA			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				NA			

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

CERTIFICATE HOLDER IS NAMED AN ADDITIONAL INSURED ON BOTH THE GENERAL LIABILITY & AUTOMOBILE PER WRITTEN CONTRACT. WAIVER OF SUBROGATION INFAVOR OF CERTIFICATE HOLDER IS GRANTED BY THE GENERAL LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CITY OF HOLLYWOOD 3250 HOLLYWOOD BLVD. P O BOX 229045 HOLLYWOOD, FL 33022 ATTN: VALERIE HERNANDEZ	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2020

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

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


PRODUCER BENDELL INSURANCE GROUP INC 111 NW 183RD ST STE 108 MIAMI FL 33169	CONTACT NAME: ANDREW OGHINAN
	PHONE (A/C, No, Ext): (305) 249-5055
	FAX (A/C, No):
	E-MAIL ADDRESS: BIG@BENDELLINSURANCE.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: FWCJUA
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2012160014 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7D772297	12/9/2020	12/9/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

CERTIFICATE HOLDER CITY OF HOLLYWOOD 3250 HOLLYWOOD P O BOX 229045 HOLLYWOOD FL 33022 Phone Number: (954) 967-4375	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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From: [Horace McLarty](#)
To: [Valerie Hernandez](#)
Cc: [Janice English](#); [Jenny Castano](#)
Subject: FW: WC COI - Kemp
Date: Monday, December 21, 2020 8:52:42 AM
Attachments: [CERTIFICATE OF INSURANCE WC kemp.pdf](#)

Acceptable

Horace McLarty

Accountant, Human Resources/Risk Management



Office: (954) 921-3292

Fax: (954) 921-3678

Email: hmclarty@hollywoodfl.org

From: Valerie Hernandez

Sent: Monday, December 21, 2020 8:26 AM

To: Horace McLarty <HMCLARTY@hollywoodfl.org>

Cc: Jenny Castano <JECASTANO@hollywoodfl.org>; Janice English <JENGLISH@hollywoodfl.org>

Subject: WC COI - Kemp

Good Morning Horace:

Attached is the renewal COI for only the "WC" portion for Kemp.

Vendor provides the City our school crossing guards.

Please review.

Thanks

Valerie