

RESOLUTION NO. R-2021-179

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.

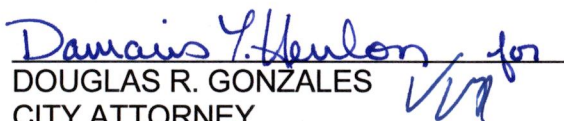
PASSED AND ADOPTED this 7 day of July, 2021.

  
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



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 60<sup>th</sup> 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

ATTEST:

By: \_\_\_\_\_  
Josh Levy, Mayor

\_\_\_\_\_  
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: \_\_\_\_\_

\_\_\_\_\_  
Name typed, printed or stamped  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**HOURLY RATES FOR SCHOOL CROSSING GUARDS**

- |  |                         |
|--|-------------------------|
| <b>1. School Crossing Guards and Supervisors</b> | <b>\$14.00 per hour</b> |
|--|-------------------------|