

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
UNIFORMED ARMED AND UNARMED SECURITY SERVICES AGREEMENT**

This Uniformed Armed and Unarmed Security Services Agreement (the "Agreement") is made as of the _____ day of _____, 2021 ("Effective Date") by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and Pro-Secur Inc (hereinafter referred to as "Pro-Secur" or "Contractor").

WHEREAS, the Police Department, Public Utility, Parking, and Parks Recreation and Cultural Affairs have a continued need for armed and unarmed security for various locations throughout the City; and

WHEREAS, the current Blanket Purchase Agreement with Pro-Secur ends May 6, 2021; and

WHEREAS, City staff recommends that it's in the City's best interest to continue with Pro-Secur for one (1) year to allow the City to prepare for a significant budget increase for security services primarily due to the minimum wage increase and to allow City Staff to properly market research how to best solicit security services in the most best cost efficient manner; and

WHEREAS, Pro-Secur has provided security services for the past two (2) years at an acceptable manner; and

WHEREAS, Section 38.41(C)(9) of the City Code provides that when the City Commission declares by a 5/7ths vote that competitive bidding and competitive proposals are not in the best interest of the City, such purchases are exempt from the competitive bidding and competitive proposal requirements; and

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant hereby agree as follows:

ARTICLE 1 - CONTRACTOR AND CITY REPRESENTATIVES

The Contractor's responsibility under this Agreement is to provide professional services related to security for the City as set forth below, and more specifically set forth in the attached Exhibit "A."

The Contractor's Representative shall be: David Diaz, Program Manager
Telephone No.: 305-424-2984

The City's Representative shall be: Paul Bassar, Contract Compliance Administrator
Telephone No.: 954-921-3201

ARTICLE 2 – SCHEDULE/TERM

The term of this Agreement shall commence upon execution of this Agreement and shall expire on May 5, 2022 ("Initial Term"). The City may renew this Agreement for one (1) additional one (1) year term ("Extension Term") by sending a notice of renewal to Contractor at least thirty (30) days prior

to the expiration of the Initial Term. The City Manager is authorized to exercise this renewal option for an Extension Term.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the City under this Agreement for all services shall not exceed a total contract amount of \$566,534.75, more specifically set forth in the attached Payment schedule, Exhibit "B." Said services does not include additional work upon which the parties might agree as desired by the City beyond the limited scope of the deliverables described in Exhibit "A."

The Contractor must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045. It is acknowledged and agreed to by the Contractor that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, City's obligation to pay Contractor but does not include a limitation upon Contractor's duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.

- B. Invoices received by the City from the Contractor pursuant to this Agreement will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within 30 days following the City Representative's approval.
- C. Payments will be made only to the company and address as set forth on order unless the Contractor has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Agreement are accurate, complete and current as of the Effective date of the Agreement.

ARTICLE 5 - TERMINATION

City, acting through its City Manager or his/her designee, reserves the right to immediately terminate this order in whole or in part for default (a) if Contractor fails to perform in accordance with any of the requirements of this order or (b) If Contractor becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Contractor under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the

benefit of creditors. Any such termination will be without liability to City except for completed services delivered and accepted by the City. Contractor, will be liable for excess costs of reprocurement, in addition to all other available remedies at law or equity.

This Agreement may also be terminated for convenience by the City. Termination for convenience shall be effective on the termination date stated in written notice provided by the City Manager. This Agreement may also be terminated by the City upon such notice as the City Manager deems appropriate under the circumstances if the City determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience and shall be effective immediately after such notice of termination for cause was provided and the Contractor shall be eligible for the compensation for any completed services delivered and accepted by the City prior to notice of the termination for cause.

ARTICLE 6 - PERSONNEL

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Contractor's key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – LEGAL RESPONSIBILITY

Contractor understands and agrees that the services to be rendered shall be performed in compliance with applicable Federal, State, County, and Local laws, ordinances, rules, and

regulations. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility.

ARTICLE 8 - FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Contractor. The Contractor shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the Operating Budget for this Contract.

ARTICLE 10 - ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Agreement will be brought in Broward County. 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 shall be 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 thereof.

ARTICLE 12 - CONFLICT OF INTEREST

The Contractor represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notice by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notice and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the City and is due to causes beyond the control of Contractor. Such grant must be in writing and made part of the order.

ARTICLE 14 - DEBT

The Contractor shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with CITY is required to (a) keep and maintain available for public inspection any records that pertain to

services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with the City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 16 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Agreement by Contractor.

ARTICLE 17 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

ARTICLE 18 - NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 19 - INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 20 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms 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 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Contractor agree that this Agreement together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 22 - Modification of Work. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

ARTICLE 22 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated

change in the completion date, and (3) advise the City if the contemplated change shall effect the Contractor's ability to meet the requirements of this Agreement.

If the City elects to make the change, the City shall initiate an amendment to the Agreement, and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and the City, and if such amendment is in excess of \$566,534.75, it must also first be approved by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

Paul Bassar
Contract Compliance Administrator
2600 Hollywood Blvd., Rm. 303
Hollywood, FL 33020

and if sent to the Contractor shall be mailed to:

David Diaz
11330 NW 36th Terrace
Doral, FL 33178

ARTICLE 24 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by Contractor in connection with this Agreement shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Contractor to City within ten days of notice of termination. If applicable, City may withhold any payments then due to Contractor until Contractor complies with the provisions of this section.

ARTICLE 25 - INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend City, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Contractor, its officers, employees, agents, subcontractors or assignees arising out of this order.

ARTICLE 26 – REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

ARTICLE 27 – PUBLICITY

No endorsement by the City of the product and/or service will be used by Contractor in any way, manner or form in product literature or advertising.

ARTICLE 28 – VENUE & CHOICE OF LAW

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

ARTICLE 29 – INCORPORATION BY REFERENCE

Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

ARTICLE 30 – INSURANCE

Ability to Maintain Required Insurance/Liability

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. Commercial General Liability **Insurance naming the City as an additional insured** with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit \$500,000

Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

- C. Worker's compensation insurance covering Contractor and Contractor's employees with not less than the following limits:

Worker's Compensation \$500,000/500,000/500,000 for coverage

- D. Professional Liability coverage. Minimum limits:

\$500,000 each claim/ \$1,000,000 Aggregate

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

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

ATTEST:

City of Hollywood, a municipal
Corporation of the State of Florida

Patricia A. Cerny, MMC, City Clerk

By: _____
Joshua Levy, Mayor

Approved As To Form & Legal Sufficiency
For the use and reliance of the City of
Hollywood, Florida, only

Approved by: _____
Melissa Cruz
Director of Financial Services

Douglas R. Gonzales
City Attorney

AS TO PRO-SECUR INC

By: _____
Signature

Print Name: _____

Title: _____

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Exhibit "A"

Scope of Services

BACKGROUND:

Various departments within the City, including the Police Department, Public Utilities, Parking, and Parks & Recreation Departments, have a need for uniformed, armed and unarmed security guards. As outlined in Homeland Security guidelines, such security guards promote the correct level of deterrence necessary to protect important infrastructure and facilities located in the City.

SCOPE:

Required services include providing security guard services as needed and scheduled by the City as outlined in the Location of Work, below. The uniformed, armed and unarmed security guards will be responsible for maintaining a security checkpoint, stationary and foot roving, and vehicle roving where required by the City. Contractor shall supply all labor, materials, equipment, and incidentals necessary to provide appropriate armed and unarmed security guard services at designated City facilities. Contractor shall also assist with protecting City personnel and property, guard, protect, and save property from theft, injury, arson, hazardous conditions, sabotage, vandalism, malicious mischief, defacement, etc., by responding promptly and appropriately to all security-related emergencies.

LOCATION OF WORK:

Contractor shall perform armed and unarmed stationary and roving security at the following locations and manner:

<u>Location</u>	<u>Security Required</u>	<u>Required Time for Coverage</u>	<u>Days Requiring Coverage</u>	<u>City POC*</u>	<u>City POC Contact Info</u>
City Hall	Armed	6:00am – 7:00pm	Monday - Thursday	Micheline Vitale	(954) 967-4375
City Marina	Unarmed	12:00am – 7:00am	365 days	David Vasquez	(954) 921-3404
Waste Water Treatment Plant	Armed	24/7	365 days	Coy Mathis	(954) 921- 3288
Water Treatment Plant	Armed	24/7	365 days	Coy Mathis	(954) 921- 3288
Radius/Garfield/Van Buren/Nevada Garages	Unarmed	6:00PM – 6:00AM	365 days	Scott Sheinfeld	(954) 924-2950
Recreational Vehicle LOT	Unarmed	10:00pm – 6:00am	365 days	Scott Sheinfeld	(954) 924-2950
Unanticipated Security Services	Armed	As Needed			

Unanticipated Security Services	Unarmed	As Needed			
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*City Point of Contact (POC) may be subject to change

WORKING HOURS, OVERTIME, AND UNANTICIPATED SECURITY SERVICES:

The City is operating under a (4) four day work week, Mon –Thur 7am – 6pm (“Working Hours”). Should the City change Working Hours, Contractor must adjust security schedule hours to accommodate revised Working Hours.

No overtime for regularly scheduled guards will be paid by City for security personnel.

As needed, with advance notification within 72 hours, Contractor must be able to fill requested positions should the City have a need for additional armed and unarmed security.

PRO-SECUR RESPONSIBILITY:

General performance criteria shall include, but not be limited to, providing armed and unarmed security guard service to:

- Control public access to facilities and related premises during hours specified in the Location of Work.
- Perform inspection, detection, and investigation of all security-related incidents, violations of regulations and matters of public safety, and report same to appropriate authorities and to the POCs.
- Prepare and submit written reports as directed by City Representative.
- Specific security officer duties include but are not limited to:
 - Be familiar with all specifications, terms and conditions of the Blanket Purchase Agreement (BPA), and City security policies and standard operation procedures (SOPs).
 - Contractor must have the ability to Unanticipated Security Services within a 72 hour period should additional security be needed.
 - Comply with background checks for Contractor personnel to include background checks made by the City of Hollywood Police Department.
- Contractor shall provide all necessary labor, supplies, and equipment to provide services. All personnel must be adequately trained, supervised, and possess all necessary licenses and certifications. All equipment shall be kept in good repair and shall conform to all federal, state, and local requirements.
- Possess and maintain all appropriate permits and licenses necessary in the performance of services required under the BPA. Contractor shall ensure all required registrations, licenses, and permits required of its employees remain current. Contractor will provide copies of licenses upon request.
- Contractor shall be responsible for the direct supervision of guards. Such supervision shall be sufficient to ensure that each guard conforms to the specifications required under the BPA. Adequate supervision under the BPA includes, but is not limited to, ensuring staffing

levels are met, ensuring security guards arrive on time and prepared to work, observing the security guard's work habits, appearance, and overall performance with a supervisor visiting each site a minimum of one time per shift to observe each guard while on duty, verifying timesheets for payroll, leave management, communications with POCs, and spot checking guard services.

- Contractor shall provide all patrol vehicles, electric/gas golf carts, and full size vehicles. Contractor is responsible for providing the appropriate staff training, licensing, insurance, maintenance and depreciation for each vehicle utilized.
- Contractor shall have a dispatch center in operation 24 hours a day, seven (7) days a week where a dispatcher is on duty and at the dispatch console at all times.
- Contractor shall maintain a pool of guards who have been trained to work at the City and who are approved by the City to serve as replacement guards.
- Work closely with POCs to ensure that security provided is as required and agreed upon.
- Contractor information shall be accessible for the City to review at the end of each shift and sent to the Contract Coordinator.
- Patrol the each location to provide a visible presence to discourage vandalism or unauthorized entry.
- Make scheduled rounds, including stopping at each designated location established by the City.
- Notify the appropriate law enforcement agency immediately of any unlawful activity.
- Interface immediately with any law enforcement agency responding to the City facility.
- Maintain a visitor log and issue visitors passes to visitors and fill out the provided paper work for the day passes.
- Operate metal detectors, handheld devices, and any other security detection devices, as necessary.
- Question and check ID of anyone who enters the premises during and after Working Hours and record said entry on daily report document.
- All security officers must be prompt and on time.
- Security officer shall wear uniform with name badges.
- Vehicles shall have visible company identification at all times.
- Security officers shall be equipped with portable communication devices permitting 24-hour communication with company headquarters, appropriate law enforcement agencies, and other designated contacts.
- If for any reason the security officers cannot meet the required schedule, Contractor shall notify the Contract Coordinator at least 24 hours in advance.
- Check vehicles entering City facilities and ensure that the individuals are authorized to enter the facility or City property.
- Contractor agrees that the schedules set forth in a staffing plan may be changed at any time, without any penalty to the City provided the City gives at least ten (10) business days' notice of the change.
- Contractor shall provide a list of assigned guards.
- Each guard shall conduct themselves in such a manner as to promote and maintain good public relations at all times.
- Make and keep accurate and complete written reports and supporting documents of all unusual and/or important instances and happenings as soon after they occur as possible.

All unusual incident reports will need to be submitted to the City's POCs, promptly—before the shift change.

- Be alert at all times.
- Anticipate criminal acts and take remedial action from discernment of person's conduct. Keep all persons under surveillance.
- Recognize, know, and identify regular City employees.
- Meet confrontations and quell commotion and disturbances with firm politeness.
- Assist with performing first aid when needed.
- Investigate, pursue, and diligently endeavor to establish definite identification of persons on City premises, who commit: personal injury, theft, arson, sabotage, vandalism, malicious mischief, defacement, or any other illegal act.
- Use and maintain an approved tracking system for routine use during patrols.

GUARD QUALIFICATIONS:

Each guard must meet the following minimum standards to qualify:

- General Criteria: Must be at least 18 years of age for unarmed security and 21 years of age for armed security, with provisions that the candidates must be able to perform the duties required for the position.
- Verification of Employment Eligibility: Contractor will ensure employees use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes.
- Employment Verification: Must be able to provide references in writing from previous employers substantiating the individual's good character, upon request.
- Physical Fitness: Must be able to perform, without limitation, the individual's assigned duties.
- Valid Florida Driver's License: Must continuously maintain valid licensure by the State of Florida to operate a motor vehicle. Contractor will monitor guards' safe driving record, and may be asked by the City to provide reports upon request.
- Education: Must be a high school graduate or equivalent and be able to read and write English satisfactorily; understand and carry out oral and written instructions; write accurate and clear report; monitor environmental and electronic security systems. For safety and performance management reasons, it is important that the Contractor's employees can communicate proficiently in the English language. As such, Contractor shall provide security officers that are proficient in speaking and reading the English language at a high school level or equivalent.
- Health screening: Must provide TB testing, Hepatitis B vaccinations, and health exams for all positions.
- Drug Screening: Must have successfully passed a drug screen examination within six (6) months prior to assignment with the City. The screen must have the ability to detect the use of – marijuana, cocaine, heroin, amphetamines, opiates, and benzodiazepines. The City has the right to inspect drug examination results.

- Criminal History: Must not have been convicted of or pled guilty or nolo contendere to a felony or job-related crime for a minimum seven-year period immediately preceding placement at a City facility.
- Background Checks for Contractor personnel must include background checks made by the City of Hollywood Police Department. ***Vendor is responsible for this expense.**
- Valid Security Guard License: Must carry, at all times, the permanent guard registration card issued by the Florida Department of Agriculture commensurate with the guard's assigned position (i.e. a Class D or Class G license depending upon whether the guard is armed). Temporary guard registration cards are not acceptable.
- License of firearm: Must maintain a valid license to carry firearm if providing armed guard services.
- All security guards furnished by the Contractor shall have current State of Florida Class D licenses and Class G license for armed guards.

TRAINING REQUIREMENTS:

- Nature and Role of Private Security Officers
- Security Awareness
- Legal Aspects of Private Security
- Security Officer Conduct
- Observation and Incident Reporting
- Principles of Communications
- Principles of Access Control
- Principles of Safeguarding Information
- Crowd Control & Traffic Control and Parking Lot Security
- Basic Computer Skills
- Crisis Management
- General Defensive Training
- Emergency Response Procedures
- Training in Incident Command System (ICS), National Incident Management System (NIMS), and the National Response Framework (NRF)
- Critical Incident Response (e.g., natural disasters, accidents, human caused events)
- Evacuation Processes
- Disaster Preparedness
- Life Safety Awareness
- Safety Hazards in the Workplace/Surroundings
- Emergency Equipment Placement
- Fire Prevention Skills
- Hazardous Materials and Right-To-Know law
- Occupational Safety and Health Requirement
- Workplace Violence
- Procedures for First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillators (AEDs).

UNIFORMS:

Uniforms must be standardized, supplied and maintained by Contractor. Contractor must furnish and maintain standard uniform items for all guards provided to perform the Services required by this Contract, including outdoor clothing appropriate for the weather and season, with necessary safety clothing and equipment.

All guards must wear a complete uniform at all times while on duty. When reporting for duty, guards' uniform items must fit well and be clean and pressed, name tag identifiable, and must generally present a professional image to the public. Contractor shall be responsible for the cleaning, pressing, and repair costs for all uniforms.

EQUIPMENT:

- High Power Individual Flashlight and batteries
- High Power Vehicle Flashlights, mounted
- Flashlight holder, black, ring or snap style
- Radio holder, black
- Handcuffs and case or pouch (if required)
- Expandable baton (if required)
- Expandable baton holder, black (if expandable baton required)
- Whistle (thunder type) with chain attachment
- Semi-automatic firearms for armed guards only, or other firearm if requested by the City
- Body armor to the extent determined necessary by Contractor
- Vehicle(s) to perform security inspections during shifts. All vehicles must be clearly identified with the Contractor information.
- Cellular telephones for all guards
- All other equipment that may be determined by Contractor to be necessary to provide the services required under this Agreement.

REPORTS:

Contractor shall complete and submit reports as requested by the City.

Contractor may use Contractor's forms, subject to prior approval of the City Contract Coordinator.

EMERGENCY NOTIFICATION:

Contractor shall be provided with a City employee call-out list to be used by the assigned security officer to notify and/or request assistance of the City in the event of an emergency on premises.

Any and all reports prepared during the term of the Agreement shall become the property of the City.

Contractor shall not assign, transfer or subcontract any work either in whole or in part without prior written approval of the City.

WORK SHIFT:

Security officers shall advise City staff of any incidents or events that occurred during the previous work shift, regardless of the severity of the incident. Any and all written reports prepared in regards to any incident or event shall be submitted to City staff either by hardcopies or email. Contractor shall ensure that continuous coverage is maintained during shift changes. Under no circumstances will there be a total absence of security service personnel during the hours covered by this Agreement.

Exhibit "B"
Payment Schedule

Pricing for Armed and Unarmed Security, May 6, 2021 - May 5, 2022:

<i>Location/Department</i>	<i>Total Positions</i>	<i>Services</i>	<i>Hourly Price</i>	<i>Total Hours</i>	<i>Total price</i>	<i>Notes</i>
City Hall/PD	2	Armed	\$17.00	5,408	\$91,936.00	
City Garage(s)/ Parking	1	Unarmed	\$15.25	4,380	\$66,795.00	
Water Plants/PU	2	Armed	\$17.00	17,520	\$297,840.00	
Marina/PRCA	1	Unarmed	\$15.25	2,555	\$38,963.75	
*Unanticipated		Armed	\$18.75	2,000	\$37,500.00	Estimated
*Unanticipated		Unarmed	\$16.75	2,000	\$33,500.00	Estimated
					\$566,534.75	

*Unanticipated armed/unarmed security must be preapproved by the City and provided by Contractor within 72 hours of request