

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

This Uniformed Armed and Unarmed Security Services Agreement ("Agreement") is made as of the _____ day of _____, 2024 ("Effective Date") by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter, "City"), and _____ ("Contractor") (collectively, "Parties").

WHEREAS, the City has a need for armed and unarmed security guard services ("Services") for various locations throughout the City; and

WHEREAS, the City issued Invitation for Bid Number IFB-043-23-SK for Armed and Unarmed Security Guards ("IFB"), attached as Exhibit "A," and Contractor was the lowest responsive, responsible bidder.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties 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 further set forth below, and more specifically set forth in the IFB.

The Contractor's Representative shall be: Carlos A. Saumett, Operations Director
Address: 1330 NW 36th Terrace
Doral, FL 33178
Email: ops@pro-secur.com
Telephone No. 305-418-9214 ext. 308

The City's Representative shall be: Jaime Hernandez, Emergency and Governmental
Affairs Manager
Address: 2600 Hollywood Blvd., Suite 419
Hollywood, FL 33020
Email: jahernandez@hollywoodfl.org
Telephone No.: 954-921-3053

ARTICLE 2 – TERM

The initial term of this Agreement shall commence on the Effective Date and shall expire within three (3) years. This Agreement may be renewed by the City for up to two (2) additional one-year periods in accordance with the City's Procurement Code.

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 \$10,103,832.50 more specifically set forth in the attached Payment schedule, Exhibit "B." Services do not include additional work upon which the Parties might agree as desired by the City beyond the limited scope of the deliverables described in the IFB.

The Contractor shall submit original invoices bi-weekly, one invoice for each location, to the City of Hollywood, Department of Financial Services, via email to: accountspayable@hollywoodfl.org. The dollar limitation set forth in this section is a limitation upon 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 and state the purchase order number. 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 a purchase order, unless Contractor has requested a change on official company letterhead, signed by an authorized officer of the company.
- D. Penalties for non-compliance with contractual requirements.
- i. For non-compliance with the contract, penalties shall be imposed in accordance with Exhibit "A."
 - ii. Penalties will be waived if the Contractor obtains a replacement guard within four hours of the designated shift start time. The replacement guard must be physically present at the designated post within the four-hour period. The penalty will not be waived due to post abandonment after a shift has begun.
 - iii. Continuous of lack of security coverage or noncompliance may result in termination of the contract.

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

The City, acting through its City Manager or his/her designee, reserves the right to terminate this Agreement in whole or in part for cause, due to default, or pursuant to the IFB, Section 1.62, Termination for Convenience and Suspension of Work. Either party must provide no less than 30 days' notice to the other party of its intent to terminate this Agreement.

ARTICLE 6 - PERSONNEL

- A. The Contractor is, and shall be, in the performance of all Services and activities under this Agreement, 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 Agreement does not create a partnership or joint venture between the parties.
- B. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. 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.
- C. 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.
- D. Any changes or substitutions in the Contractor's Representative 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.
- E. The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
- F. Contractor represents that Contractor (and any subcontractors) has registered with and uses 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, and that entry into this Agreement will not violate that statute. Contractor shall, upon request, provide evidence of compliance with this provision to the City. If Contractor violates this section, City may immediately terminate this Agreement for cause, and Contractor shall be liable for all costs incurred by City due to the termination.

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 Agreement.

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.

ARTICLE 10 - ASSIGNMENT

Any assignment of this Agreement or the performance of Services, in whole or in part, is prohibited.

ARTICLE 11 - 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 Agreement.

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 12 - 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 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 13 - 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 14 - 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. 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 15 - 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, to remainder of this Agreement, 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 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Contractor agree that this Agreement together with the Exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated in this Agreement. 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 of this Agreement. 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 in accordance with Article 17 - 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 17 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions, or additions. Upon Contractor's receipt of the City's 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 estimated time to effectuate the change; and (3) advise the City if the contemplated change shall affect 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 make any such change until such written amendment is signed by the Contractor and the City. If such amendment is in excess of \$100,000, 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 18 - 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:

Otis Thomas
Interim Director of Procurement and Contract Compliance
2600 Hollywood Blvd., Rm. 303
Hollywood, FL 33020

with a copy to:

Jaime Hernandez, Emergency and Governmental Affairs Manager
Email: jahernandez@hollywoodfl.org
Telephone No.: 954-921-3053

and if sent to the Contractor shall be mailed to:

Name: Carlos A. Saumett
Address: 1330 NW 36th Terrace, Doral, FL 33178
Email: ops@pro-secur.com
Telephone No.: 305-418-9214 ext. 308

ARTICLE 19 – 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, and shall be delivered by Contractor to City within 10 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 20 – INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City's option, pay for an attorney

selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

ARTICLE 21 – 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 22 – 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 23 – SOVEREIGN IMMUNITY & NO THIRD-PARTY BENEFICIARIES

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by City, nor shall anything included in this Agreement be construed as consent by City to be sued by third parties in any matter arising out of this Agreement. City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

ARTICLE 24 – COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

AS TO CITY OF HOLLYWOOD

ATTEST:

Patricia A. Cerny, MMC, City Clerk

By: _____
Josh Levy, Mayor

Approved As To Form:

Department of Financial Services:

Douglas R. Gonzales, City Attorney

David E. Keller, Director of Financial Services

Pro-Secur Inc.

By: _____
Signature

Print Name: _____

Title: _____

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Exhibit "A"
BID PACKET FOR IFB-045-23-SK

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Exhibit "B"
PAYMENT SCHEDULE

Armed and Unarmed Security Guards, Initial Term (Year 1)

Service	Hourly	Estimated Hours per Year	Total Revised Cost
Armed Security Guard	\$30.25	61,543	\$ 1,861,675.75
Unarmed Security Guard	\$22.75	6,993	\$ 159,090.75
Total Annual Amount:			\$ 2,020,766.50

Armed and Unarmed Security Guards, Initial Term (Year 2)

Service	Hourly	Estimated Hours per Year	Total Revised Cost
Armed Security Guard	\$30.25	61,543	\$ 1,861,675.75
Unarmed Security Guard	\$22.75	6,993	\$ 159,090.75
Total Annual Amount:			\$ 2,020,766.50

Armed and Unarmed Security Guards, Initial Term (Year 3)

Service	Hourly	Estimated Hours per Year	Total Revised Cost
Armed Security Guard	\$30.25	61,543	\$ 1,861,675.75
Unarmed Security Guard	\$22.75	6,993	\$ 159,090.75
Total Annual Amount:			\$ 2,020,766.50

Armed and Unarmed Security Guards, Renewal Term (Year 4)

Service	Hourly	Estimated Hours per Year	Total Revised Cost
Armed Security Guard	\$30.25	61,543	\$ 1,861,675.75
Unarmed Security Guard	\$22.75	6,993	\$ 159,090.75
Total Annual Amount:			\$ 2,020,766.50

Armed and Unarmed Security Guards, Renewal Term (Year 5)

Service	Hourly	Estimated Hours per Year	Total Revised Cost
Armed Security Guard	\$30.25	61,543	\$ 1,861,675.75
Unarmed Security Guard	\$22.75	6,993	\$ 159,090.75
Total Annual Amount:			\$ 2,020,766.50

TOTAL NOT TO EXCEED AGREEMENT AMOUNT:	\$ 10,103,832.50
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