

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **City of Hollywood**, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 2600 Hollywood Blvd., FL 33022 and **Kemp Group International**, a corporation authorized to do business in Florida (herein after referred to as "Contractor") whose address is 2111 S.W. 60th Way Miramar, FL 33023, this _____ day of _____ 2026.

WHEREAS, the City desires to obtain School Crossing Guard Services; and

WHEREAS, the City desires to procure these services from Contractor, utilizing existing contract prices provided to the City of Miramar, Florida, based upon Invitation for Bid No. 25-014; and

WHEREAS, in accordance with City of Miramar's Agreement for School Crossing Guard Services/Bid No. 25-014, the effective date is August 1, 2025, July 31, 2028, with the option to renew for two additional one-year terms; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of The City of Miramar's Agreement for School Crossing Guard Services/Bid No. 25-014 to the City, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Scope. The Contractor shall provide School Crossing Guard Services, in accordance with and pursuant to the same terms, conditions, and pricing pursuant to The City of Miramar's Agreement for School Crossing Guard Services/Bid No. 25-014.
3. Term. This contract shall be effective as of August 11, 2026, and will end on July 31, 2028. This agreement may be renewed for up to two additional one-year terms.
4. Termination. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing ten (10) days written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."
5. Pricing. The Contractor certifies that the price and rate represent the lowest price and rate for the products and services of any contract between the Contractor and any other governmental entity within the State of Florida.

6. Indemnification. The Contractor shall defend, indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

7. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY: Madonna Dell'Olio, Fiscal Operations & Administration Manager
Hollywood Police Department
3250 Hollywood Boulevard,
Hollywood, Florida 33021

For CONTRACTOR: Joseph Faluade, Manager
Kemp Group International
2111 SW 60 Way Miramar, FL 33023

8. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement.

9. Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

10. Third Party Beneficiaries. Neither Contractor nor City intends to primarily or directly benefit a third party by entering into this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement.

11. Law and Jurisdiction. This Agreement shall be construed in accordance with the City of Hollywood's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Broward

County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

12. Public Records. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.**

- a. Contractor shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

13. Funding. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

14. The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the

Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

15. Contractor shall provide insurance in accordance with **Exhibit "A"** attached hereto.

16. Contract Documents. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of The City of Miramar's Agreement for School Crossing Guard Services and Contractor, attached as **Exhibit "B"**.
- c. Terms and Conditions of Competitive Solicitation No. 25-014 issued by the City of Miramar, attached as **Exhibit "C"**.
- d. Contractor's response to Competitive Solicitation No. 25-014 issued by the City of Miramar and any subsequent information submitted by Contractor during the evaluation, attached as **Exhibit "D"**.

[Remainder of page intentionally left blank. Signature Page to Follow]

IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:
municipal

THE CITY OF HOLLYWOOD, a
Corporation of the State of Florida

By: _____
Josh Levy, Mayor

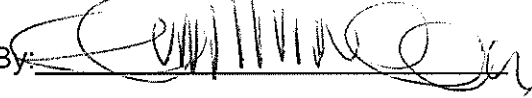
Patricia A. Cerny, MMC
City Clerk

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Damaris Henlon, City Attorney

CONTRACTOR: KEMP GROUP
INTERNATIONAL

By:  _____

Print Name: Christina Aderinokun

Title: AMBR

Date: _____

EXHIBIT "A"
INSURANCE REQUIREMENTS

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

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies be rated a minimum A-VII, as per A.M. Best Company's Key Rating Guide, latest edition.

Any sub-contractor shall supply such similar insurance required of the Contractor. Such certificates shall name the City as additional insured on the general liability and auto liability policies.

The Contractor shall furnish certificates of insurance to Risk Management for review and approval prior to the execution of this agreement. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

Commercial General Liability

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Personal & Advertising Injury
- d. Damages to rented premises

The minimum limits acceptable shall be:

\$1,000,000 Each Occurrence / \$2,000,000 General Aggregate

The City of Hollywood shall be named as an Additional Insured in the Description of Operations Box.

The City of Hollywood must be the certificate holder per the following format:

City of Hollywood (Nothing else on this line)
The Hollywood Police Department
3250 Hollywood Boulevard
Hollywood, Florida 33021

Workers' Compensation / Employers Liability

Prior to the commencement of work governed by this contract, the contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable State statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$1,000,000 bodily injury by accident
\$1,000,000 bodily injury by disease, each employee
\$1,000,000 bodily injury by disease, policy limit

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. Certificates of insurance, reflecting evidence of the required insurance, shall be provided 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 insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. **A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception. The City reserves the right to require additional insurance in order to meet the full value of the contract.**

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor shall ensure that Contractor's insurance policy is primary and non-contributory.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

EXHIBIT B

[Remainder of page intentionally left blank.]

EXHIBIT C

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EXHIBIT D

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