

MEMORANDUM

DATE: September 10, 2024

TO: ****ORIGINAL****
City Clerk

FROM: India Barr Procurement Contracting Officer I
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20240157
CONTRACT TITLE: Fulltime Armed Security Guard for Mid Florida Event Center

CONTRACTOR NAME: All Florida Security
ADDRESS: 6971 Hancock Dr.
CITY & STATE: Port St. Lucie , Florida 34952

COUNCIL APPROVED: N/A

Contract Amount -\$99,000

Contract Term – October 24, 2024 – through October 23, 2025
There are no renewal options on this contract.

**AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
ALL FLORIDA SECURITY SERVICES FOR
TEMPORARY SECURITY PERSONNEL SERVICES**

This Agreement is made and entered into as of the 16th day of September 2024, by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 ("City" or "Purchaser") and **AFBB, Inc. Investigations & Security Services dba All Florida Security Services**, a Florida Profit Corporation, whose mailing address is 6971 Hancock Drive, Port St. Lucie, FL 34952 FL 33410 ("Contractor"). City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City requires goods and services of Contractor for Temporary Security Personnel for use by City of Port St. Lucie and;

WHEREAS, the Contractor is qualified, willing, and able to provide the scope of services and products specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Agreement with Contractor to perform the scope of services specified, with a commission amount to be paid as agreed upon, below; and

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to with the following terms and conditions:

Section 1. Whereas.

The "whereas" clauses are hereby incorporated herein as forming the intent, purpose and scope of this Agreement.

Section 2. Scope of Services

Contractor agrees to provide City with qualified and able-bodied temporary security personnel and security personnel services as set forth in Exhibit A, titled "Scope of Services," attached hereto and incorporated herein by this reference and shall be understood to be a part hereof as though included in the body of this Agreement.

Section 3. Term of Contract

The effective date of this Agreement shall be the date of execution of this Agreement by both City and Contractor. The term of this Agreement shall be for an initial period of one (1) year with no renewal options.

Section 4. Compensation and Method of Payment

4.1 Fee Schedule

City will compensate Contractor for Services in accordance with Contractor's pricing schedule formalized in Exhibit A to this Agreement. The Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials. Contractor must submit a proposed price update at least sixty (60) days prior to the expiration of the then-current term.

4.2 Invoices

A bi-weekly invoice sent to the City via email on Mondays for the previous two weeks of service shall reflect the type of position, date worked, hourly rate paid to employee by Contractor, hourly billable labor rate, hours worked, and City Supervisor. A copy of the approved time sheet signed by the City must accompany the invoice.

4.3 Payment

Payment will be made upon completion and acceptance of the work, net thirty (30) days. Invoices will be checked to confirm compliance with the timesheet. Payments may also be

paid by the Visa Purchasing Card or Automated Clearing House (ACH) electronic network for financial transactions with authorization.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

The Contractor will recruit, interview, select, hire and assign employees who, in the Contractor's judgment, are best qualified to perform the services described in Exhibit A.

The Contractor will screen all of its employees prior to being assigned to the City. The City will not be responsible for any of the related costs or expenses incurred by the Contractor for screening employees under this Agreement. The screening process shall include, but not be limited to (i) completion of the Contractor's application which shall provide for references, employment history and disclosure of criminal convictions; (ii) reference checks, including at least three (3) previous employers if possible; and (iii) drug testing and criminal background check.

The Contractor's employees shall sign an acknowledgment outlining the Contractor's role as employer and recognizing that the City is not their employer. The Contractor will instruct all new employees on the proper use of all equipment and supplies put in use and will provide its employees with any training necessary to perform services under this Agreement.

The Contractor's employees who are assigned to work at City will be held to the same standards and rules as actual employees of the City. The Contractor agrees to remove any of its employees at the request of the City. The City agrees to assist and cooperate with any investigation initiated by the Contractor involving any employee of the Contractor assigned under this Agreement.

The Parties further expressly acknowledge and agree that: (i) neither party has any control or supervisory authority over the employees of the other party (including, but not limited to, the authority or right to hire, terminate, discipline, schedule, or otherwise affect the employment terms and conditions of the other party's employee); (ii) each party will be solely responsible for conducting and managing its own human resources and/or labor relations with respect to its employees; and (iii) each party shall be responsible for compliance with any and all federal, state, and local laws, and/or applicable agreements, with respect to the operation of their respective businesses and with respect to their own employees.

The Contractor represents and warrants that it is in compliance with and agrees that it shall remain in compliance with: (i) the provisions of the Fair Labor Standards Act ("FLSA"), including but not limited to payment of overtime; (ii) the Immigration Reform and Control Act of 1986 ("IRCA"), including but not limited to the provisions of IRCA prohibiting the hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status; and (iii) all other Applicable Law. The Contractor shall ensure that all employees are not only legally authorized to work in the United States, but are also legally authorized to work for the City and that its employees are paid in accordance with the FLSA.

5.2 Standards/Regulations

Contractor's compliance with standards and regulations shall include, but are not limited to: OSHA, required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), minimum wage requirements, and United States citizenship. Contractor services shall comply with all applicable federal, state, and local requirements, including but not limited to, Federal regulations related to employee leasing.

5.3 Background Checks.

The Contractor shall require that Level I background checks, as described in section 435.03, Florida Statutes, are conducted on contingent staff prior to performing any services under this Agreement. Contingent staff shall include any employees, agents, representatives, or subcontractors that will, or could, provide any services related to the City under the Agreement. Contingent staff may be persons of special trust and may be required to undergo

a Level II Background Check, as described in section 435.04, Florida Statutes. Contractor shall provide the City with the results of any and all background checks for each contingent staff. The analysis of the background check shall primarily focus on the following offenses: (i) Any illegal activity of a sexual nature; (ii) Acts of violence; (iii) Acts of lewd or lascivious behavior; (iv) Drug possession and/or drug distribution; and, (v) Repeated public intoxication. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. The cost of the background checks will be borne by the Contractor or its Subcontractors, not the City. The Contractor may not allow any contingent staff to provide services to the City if such contingent staff does not meet the qualification standards established by the City. The City may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all contingent staff have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense, including that this requirement shall be included in any subcontract of Contractor as it relates to contingent staff. The Contractor must notify the Contract Manager within twenty-four (24) hours of all the details concerning any reported arrest. Upon the request of the City, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Agreement, and any renewal thereafter. Contractor shall provide the results of any such re-screen. Any employee, agent, representative, and/or subcontractor that the City has required a re-screening shall not be used in relation to the services for the City until such re-screen results have been provided to the City and the City has approved.

The Contractor shall be responsible for updating the City in writing with any additions and deletions of contingent staff. In the event that additional individuals are authorized to perform services under this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services.

At the beginning of each fiscal year (beginning October 1), the Contractor shall submit written certification to the City that the Contractor has complied with the City's requirement regarding background checks on all contingent staff. The certifying document shall be signed by the authorized officer of the Contractor.

5.4 Responsibility for Work

The Contractor must be qualified to perform the work as outlined in **Exhibit A and Exhibit B** provided herein. The City reserves the right to request immediate replacements for personnel in the event that any personnel assigned to the City is found to be unqualified for any specific assignment, the City has the right to return such employees at no cost to the City. The City shall be the sole judge of qualification and its decision shall be final.

The Contractor will be the legally responsible employer for the temporary personnel during the time they are assigned to work at the City. All employees of the Contractor shall be considered to be, at all times, the sole employees of the Contractor under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City. Each employee shall have and wear proper identification. The employees utilized under this agreement will be provided with and shall follow all policies and procedures of the City.

The Contractor shall assign a Supervisor to the City account. Supervisor is responsible to keep the City informed of the Contractor's activities, oversee all work performance, and coordination of services. If at any time the assigned supervisor is replaced during the term of this Agreement, the Contractor must provide all updated information and details as requested and must be approved by the City.

The Contractor shall make necessary payroll deduction and corresponding tax insurance payments; maintain all necessary personnel and payroll records for its employees; strictly comply with immigration and Naturalization Service reporting by processing the form I-9's as required by federal law; provide for liability insurance as specified in Section 9.1; supply State unemployment insurance and workers compensation insurance for all temporary employees provided to the City pursuant to this Agreement; and maintain a pool of employees to provide the City's temporary employment staffing needs.

The Contractor agrees that, for purposes of the parties' relationship and this Agreement, no employee assigned to the City by the Contractor shall be treated as, nor considered, an "employee" of the City, as that term is defined in any local, state, and federal employment and labor laws, rules, statutes, order, regulations or ordinances, and/or any other any other law, rule, statute, order, regulation or ordinance relating to any applicable collective

bargaining agreement(s), including claims under the National Labor Relations Act, Florida's Public Employees Relations Act, and any other federal, state, or local employment law, rule, statute, order, regulation, or ordinance.

5.5. Policy of Non-Discrimination.

The Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. The Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Section 6. Contractor's Records

6.1 Claims

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

6.2 Documentation

Contractor shall electronically transmit all documentation to the City's Human Resources Department for prior approval for all employees at the Contractor's expense for Pre-employment drug screening, Authorization to work in the US, Statewide criminal check (minimal of 7 years), Nationwide criminal/Discover (check state criminal records and sexual predator databases for all states, and positions associated with children services requiring fingerprinting and criminal records search), and education verification.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Agreement. In the event of any termination, Contractor shall be paid for all services rendered prior to the date of termination.

7.2 Termination for Cause

The performance of the Agreement may be terminated by the City in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirement(s) of the Agreement. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if Contractor should breach any term of the Agreement, including by failing to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful proposer seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Agreement.

7.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If the inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Agreement and may undertake the necessary work through its own services or those of another contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Agreement.

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns, and other legal representative(s).

8.2 Assignment of Interest in Agreement

This Agreement and any interest or services associated with this Agreement may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. The Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder. Contractor shall not delegate, assign, or subcontract any part of the work under this Agreement or assign any monies due

him hereunder without first obtaining the written consent of the City. If an entity purchases all or substantially all of Contractor's assets, Contractor merges, or Contractor's parent company merges, with another entity, then it shall immediately notify the City of such action.

8.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

8.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than the Contractor and the City.

Section 9. Insurance and Indemnification of City

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Agreement. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods

used by Contractor on the work. This indemnification shall survive the termination of this Agreement.

9.1. Insurance Requirements

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General & Professional Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, inclusive of Professional Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000

Security Personal Services

Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance under the General Liability & Professional Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General & Professional Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read" **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract Number 20240157 – Full Time Armed Security Guard for MIDFLORIDA Event Center."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor

does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract." If the Contractor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including

limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

9.2 Certificates of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 10. Professional Standards

All work performed by the Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 11. Non-Appropriation

The Contractor acknowledges that the City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Agreement may be terminated by the City and that no charges, penalties, or other costs shall be assessed.

Section 12. General Conditions

12.1 Venue in St. Lucie County

The venue of any action taken to enforce this Agreement, or any action arising out of and/or related to this Agreement, shall be in St. Lucie County, Florida.

12.2 Laws of Florida

This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation.

12.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.4 Conflict

In the event of any conflict between the terms within this Agreement and any exhibits attached hereto, the terms of this Agreement shall control. Unless expressly agreed to within the Agreement, any reference to terms, conditions, requirements.

12.5 Agreement Amendment

The City may require additional positions not specifically identified in the Agreement. The Contractor agrees to provide such services and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this Agreement. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the Agreement. Furthermore, the City reserves the right to delete or revise items and services under this Agreement at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

No modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Agreement constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or any of this Agreement, it shall not constitute a waiver of the same.

12.6 Contractual Authority

By signing this Agreement, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Agreement is invalid or an ultra vires act, by reason of a failure to have

the proper authority to execute the Agreement. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Agreement shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.7 Sovereign Immunity

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

12.8 Compliance with Laws

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Agreement. All materials furnished and works done are to comply with all federal, state, and local laws and regulations.

12.9 Contractual Relationship

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Neither Contractor nor any of Contractor's agents, employees, subconsultants, or consultants shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement.

Section 12.10 Severability

If any provision of this Agreement is judicially or administratively held invalid the remainder of the Agreement will remain binding upon the parties, unless the inoperative provision

would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

Section 13. Public Records.

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Agreement, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports, and records relating to this Agreement.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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.

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.

IF 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
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM**

Section 14. Audits.

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall also ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 15. Construction.

The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term "including" in this Agreement shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

Section 16. Non-Exclusivity

Contractor acknowledges and agrees that this Contract is non-exclusive.

Section 17. E-Verify.

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>.

2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that such a cause of action must be filed in accordance with the Venue provision, as provided herein.
7. The Contractor acknowledges that it has read section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Section 18 Anti-Boycott Verification

As a condition precedent to the effectiveness of this Agreement, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725,

Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel as defined in sections 287.135 and 215.4725, Florida Statutes (2018), as may be amended or revised.

Section 19. Discriminatory, Convicted, and Antitrust Violator Vendor Lists.

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Section 20. Cooperation with Inspector General.

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

Section 21. Prohibition of Contingency 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(s), 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 Agreement.

Section 22. Entire Agreement.

This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between

the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 23. Force Majeure.

Neither party will be responsible or liable to the other party for any failure or delay in the performance of its obligations herein arising out of or caused by, directly or indirectly, forces beyond its control, including, but not limited to, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

CITY OF PORT ST. LUCIE, A Florida municipal corporation

Caroline Sturgis Date 9/10/2024

Caroline Sturgis

City Purchasing Agent

AFBB, Inc. Investigations & Security Services dba

All Florida Security Services A Florida Corporation

[Signature] Date 9-10-2024

Security Personal Services

Richard A. Stein, CEO

AFBB, Inc. Investigations & Security Services dba All Florida Security Services

E-VERIFY AFFIDAVIT

In accordance with section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached.**

In the presence of:

Catysa Dorey
Witness #1 Print Name: Catysa Dorey

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Richard Stein
Print Name: RICHARD STEIN
Title: CEO
Entity Name: ALL FLORIDA SECURITY SERVICES

ACKNOWLEDGMENT

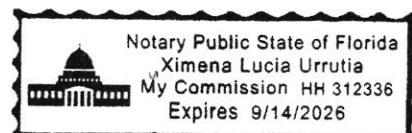
State of Florida

County of St. Lucie

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10 day of September, 2021, by Ximena Lucia Urrutia (name of person) as Notary (type of authority) for Richard Stein (name of party on behalf of whom instrument is executed).

Ximena Lucia Urrutia

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Security Personal Services

Notary Public (Print, Stamp, or Type as
Commissioned)

____ Personally known to me; or

X Produced identification (Type of Identification: drivers license)

____ Did take an oath; or

____ Did not take an oath

EXHIBIT A – SCOPE OF SERVICES

Licensure, Credentials, and Regulating Entities

State of Florida, Division of Corporations:

Parent entity AFBB, Inc. Investigations & Security Services

dba All Florida Security Services

State of Florida, Dept. of Agriculture, Business and Professional Licenses:

(Contractor will provide current copies of licenses and insurances)

Security Agency – License # B 1200299

Private Investigation Agency – A3300128

Security Officer School – License # DS 1800091

Security Officers: (Contractor will provide current copies of licenses and insurances)

- Each security officer/ACP will have State of Florida Security Guard Class-D & G Licenses
- FDLE Level I Criminal History Screening
- National Sexual Predator Database Screening
- Nationwide Comprehensive and Criminal Background search
- Private Security license verification
- Drug test (officer, by policy, are subject to random drug testing)

St. Lucie County Local Business Tax Receipt The tax number is correct except this should read
2024-2025 2021-2022 #1025255

(Contractor will provide current copies of licenses and insurances)

Schedule of Service

An Armed Security Officer will start their duties on **October 24 , 2024**

A special event / activity calendar will be provided by City when requiring or anticipating security services requested at least thirty (30) days prior to event.

Monitoring Technology

AFBB Security Manager will be monitoring the security officer assigned to your detail.

Monitoring includes, but is not limited to:

- Time check-in/out and Attendance;

- Guard tours and patrol of the interior and exterior of your location;

- Real-time Geolocation of the officer on your property;

- Weekly follow-up with officer as to updates, functions, and all aspects of the venue grounds, policies, procedures, or the like.

Additional features this technology provides the City:

- Incident and Activity reporting communication between all stakeholders.

- Some reports will include pictures and videos related to security.

Security Officer Responsibilities

The following information will be provided by Contractor to City prior to the commencement of Services:

All Florida Security Services Armed Officer Job Description.

Code of Ethics and Commitment to Character (Ethics/Code of Conduct).

Image of Security Uniform agreed upon for services.

Licensure and Certifications of Officer assigned to your detail.

Image of high-profile Security Uniform agreed upon for your detail

Ethics & Code of Conduct

VECHS FDLE fingerprint verification, if requested by City, at City's expense

Security duty belt may include any or all of the following items:

- Armed with a Class-G approved firearm
- Non-lethal Pepper Spray
- Expandable baton
- Electronic device or Taser
- Handcuffs

These security duty items are only to be used in the case of a life-threatening emergency.

Metal Detector Usage

A Security wand for metal detecting will be made available to the officer to use at their discretion.

City shall immediately notify the main office and the on-site security officer about possible:

- Employment terminations at MIDFLORIDA Event Center.
- Restraining orders placed on or by any employee of City working at MIDFLORIDA Event Center.
- Known viable concerns or threats related to MIDFLORIDA Event Center site.

Request for City at MIDFLORIDA Event Center to provide All Florida Security Services a copy of each item listed, as it is available, becomes available, and is revised: *(one for main office and one for security officer desk)*

- Code Red Active Shooter / Armed Intruder Policy
- Bomb threat response procedures for:
 - Phone threats
 - Written threats
 - Electronic threats; email or social media
 - Verbal threats and rumors
 - Suspicious packages and mail
- Fire Alarm schedule and procedures
- Emergency response Guidelines for:
 - First-aid, CPR, AED, Stop-the-bleed
 - Evacuation plans *(Fire, fire alarm, suspicious packages.)*
 - Active Threat Lockdown *(Active shooter type attacks)*
 - Heightened Security *(Potential danger)*
 - Shelter in place *(Tornado, chemical leaks)*
 - Family reunification plan and checklist

Additionally, please provide:

- Site maps of both floors of the interior
- Site map of the exterior grounds highlighting safety concerns

- Training schedule for items listed above, as available.

Security Vehicle

The City will provide for use the City owned security vehicle. This vehicle is described as a golf cart with Event Center logo on the side (ADVANCED Model# EV EVI 4L).

Only Contractor's employee that the City grants permission will be able to operate the Security Vehicle.

City will provide instruction for access to the Security Vehicle and its uses.

City will provide Contractor's training and instructions prior to the initial use and operation of the Security Vehicle.

The Security Vehicle will only be used in the daily performance of Contractor's services.

Contractor will operate the Security Vehicle in a safe and responsible manner so as not to cause harm to Contractor, City property, City staff members or guests that may visit the MFEC / P&R facilities' or associated grounds.

The Contractor assumes the risk and liability while employees are operating the Security Vehicle. The City shall not be liable for the actions of the Contractor's employees while operating the Security Vehicle, to include damages to property, or personal injuries either sustained by Contractor's employee(s), or injuries caused to patrons, guests, performers, agents or contractors of the MFEC, or employees and volunteers of the City of Port St. Lucie. The Contractor assumes full responsibility for any property damage or injury which may occur to the Contractor and their employees in or about the City, and the Contractor does hereby fully and forever release and discharge the City, their officers, agents, servants and employees, including volunteers, in both their individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the use of the Security Vehicle by the Contractor, whether specifically described in this Agreement or not.

Contractor shall immediately notify City of any accident, damage, or injuries which occurred while operating Security Vehicle.

The Contractor shall investigate, handle, respond to, provide defense for and defend any such

claim, demand or cause of action at its sole expense, even if the claim, demand or cause of action is groundless, false, or fraudulent.

Contractor agrees to indemnify and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor, employees acting under Contractor in connection with the Contractor's performance under this section. This indemnification shall survive the termination of the Agreement.

Cost Structure for City

All Florida Security Services will furnish licensed and insured security officers, security manager, security vehicles, equipment, and a detailed tracking and report system for the following fees below:

Our per officer hourly rates for this project are:

Armed Security Officer	\$28.00 per hour / per officer
Security Assessment	Included
Security Manager	Included
T-Sheets & Guard Metrics	Included

Anticipated Schedule

- Monday thru Friday 8:30am to 5:00pm (City/MIDFLORIDA Event Center)
- Saturday 9:00am to 6:00pm (Parks & Recreation Department at MIDFLORIDA Event Center)
- Legal Holidays are billed at time and a half

Security Patrol Vehicle: (if requested by City)

Agreed upon reimbursements of gasoline will be invoiced with copies of receipts.

The need for a patrol vehicle can be modified or terminated by either party with a thirty (30) day written notice.

Legal Holidays: All Holidays recognized are (12 days):

New Year's Eve & Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve & Day.

Payment Options:

1. Bank to Bank ACH
2. Debit or Credit card over the phone (*credit cards incur a 3.5% CC fee - NO fee for debit cards*)
3. Mail check to our Post Office Box 880814 Port St. Lucie, FL 34988-0814

Tax: City is exempt from paying sales tax.

Disclaimer: This cost structure does not include any additional billable hours or services not included in this Agreement. Additional billable hours or services not covered in this Agreement are subject to prior written approval of the City.

Cancellation Policy: A cancellation fee of 3x the hourly rate will be billed for services not cancelled within a twenty-four (24) hour window prior to shift.

EXHIBIT B

REQUEST FOR BID / STATEMENT OF WORK

Background:

The City of Port St. Lucie by way of the MIDFLORIDA Event Center (MFEC) and the Parks & Recreation Division (P&R) are seeking interested parties to provide armed security services at the above-mentioned facilities, and looking for interested parties that can perform to the below statement of work and are interested in participating in submitting bids for a 1-year contract.

The location of the assignment will be based out of the main building located at 9221 SE Event Center Place, Port St. Lucie, 34952. Interested parties will be providing 1 armed security guard to monitor and patrol both the MFEC and P&R facility, along with the associated parking garage, warehouse, and the 40-acre City Center (now Walton & One) grounds.

Statement of Work/Presence/Equipment Requirements:

- 1) 1 Armed Security Guard that will be centrally stationed at the MFEC main lobby desk.
The hours of the assignment are Monday through Friday, 8:00 a.m. – 5:00 p.m. and on Saturday from 9:00 a.m. to 6:00 p.m. Further detail regarding hours, holidays, etc. is covered in the “Hours & Holidays” section below.
- 2) The main duties in the Lobby will be to monitor the facility's robust security camera system for activity that is either against the rules and regulations of the City's facility, or illegal and/or unsafe conduct in general. The Security professional will also be visually monitoring the foot traffic that enters the joint lobby for anyone demonstrating to be

unsafe, or not authorized to be in the building. When witnessing unsafe behavior or violations, the Security guard is to engage that individual(s) to cease the activity that would/could be of danger to others, require them to immediately leave the premises and if necessary, immediately contact the Port St. Lucie Police Department should the Security individual deem the situation to be beyond their ability to manage. The use of force, of any kind should always be a last resort, except if there is a direct discernable threat to the Security Officer, staff, patrons, or City property. An escalation plan along with a daily action plan will be reviewed when the contract is rewarded.

- 3) The Security Guard will conduct at least 3-foot patrols daily of the interior portions of both the MFEC and the P&R facility. This would also include the interior spaces of the adjacent warehouse. On these patrols, the Security guard will be checking that all doors identified as to be secure, are in fact secure and that there are no individuals in these areas that are otherwise not authorized.
- 4) The Security Guard will conduct at least 2 patrols on the outside grounds daily. The area involved is approximately 40 acres connected by roads and sidewalks. The patrol would consist of the interior spaces on the adjacent parking garage, along with the outlying open areas that range from Village Green Drive (east end of the property) out to Federal Highway (west end of the property). A marked "Security" Golf Cart will be supplied so this patrol can be conducted efficiently and in a timely manner.
- 5) A daily report/log will need to be provided each business day with a recap of the previous days' activity based on the action plan that will be jointly developed by MFEC and P&R staff along with the Security Company. The report should be sent via email to a short list of individuals that will be identified at a later time.
- 6) The Security Officer will report directly to the center's Director, or when necessary, the Asst. Director or Deputy Director, but should also be responsive to any MFEC and P&R staff member for assistance if any type of security concern presents itself.

- 7) The Security Officer needs to present themselves in a professional, consistently badged uniform that clearly identifies them as a Security Officer. Equipment should include a protective vest, handcuffs, non-lethal pepper spray, and a Class-G-approved firearm. A body Camera is required and to be worn at all times while on duty. Other equipment such as a taser and/or an expandable baton, etc. can also be worn at the discretion of the Security Company based on their assessment of their officers' needs.

Other Requirements:

- 1) Background Checks. The Contractor shall require that all of its employees have passed and possess: A) Level I background checks, as described in section 435.03, Florida Statutes; B) National Sexual Predator Database Screening; C) Nationwide Comprehensive and Criminal Background search; D) Private Security license verification; E) Drug test (officer, by policy, are subject to random drug testing). In addition, the Security Company shall require that those of its staff that will be deployed on the MFEC and P&R facility also possess State of Florida Security Guard Class-D & G licenses. The attainment of background verifications and licenses is the responsibility of the Security Company that will be bidding for this contract. The City will incur no costs in the attainment of any of the above. When awarded, this documentation will need to be produced to the City and approved before any of the contingent Security staff can perform any security services at the MFEC and P&R facility. Contingent staff shall include any employees, agents, representatives, or subcontractors that will, or could, provide any services related to the City under the Security Agreement that will be in place.
- 2) Security Pool Staffing & Rotation. The Security Company will need to maintain an active pool of at least 3 cleared and validated Security officers who meet the above qualifications and can step in to work if the primary Security guard cannot be present

due to sickness, vacations, etc. This is to ensure there is no lapse in coverage during the hours that have been identified.

- 3) Business License & Insurance. The exact details will be provided during the contract phase, but for the purposes of this bid and an overview, interested parties will need to possess the following: A) current Florida business license; B) Commercial General & Professional Liability Insurance; C) Workers' Compensation Insurance & Employer's Liability; D) Business Automobile liability Insurance (for the operation of the City's Security Golf Cart).

Hours and Holidays

This position will require a Security Guard present from Monday through Friday, 8:00 a.m. – 5:00 p.m. and on Saturday from 9:00 a.m. to 6:00 p.m. All workdays should include a half-hour lunch. The city observes 12 holidays where Security Guard services will not be required. Additionally, and for the purposes of this bid: in looking at a normal work year of 365 days, minus the 12 holidays, minus 52 Sundays' that leaves approximately 301 workdays at 8.5 hours, or approximately 2558.50 billable hours that your bid should be based on. For ease, please provide the hourly rate for the above-mentioned hours and the services that have been approved. Should overtime be required (which can occur), please clearly state what those charges will be and how they will be calculated.