

RESOLUTION NO. 201451

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A PROFESSIONAL SERVICES CONTRACT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND PROFESSIONAL SECURITY CONSULTANTS, INC. TO PROVIDE UNARMED SECURITY GUARD SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That a Contract between the Pompano Beach Community Redevelopment Agency and Professional Security Consultants, Inc., to provide unarmed security guard services, a copy of which is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Contract between the Pompano Beach Community Redevelopment Agency and Professional Security Consultants, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 1ST day of May, 2014.



LAMAR FISHER, CHAIRPERSON

ATTEST:



MARGARET GALLAGHER, SECRETARY

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into by and between the **POMPAÑO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic organized pursuant to Chapter 163, Florida Statutes, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CRA"), and **PROFESSIONAL SECURITY CONCEPTS, INC.**, a California corporation authorized and licensed to do business in Florida as **PROFESSIONAL SECURITY CONSULTANTS, INC.**, whose principal address is 11454 San Vicente Boulevard, Los Angeles, California, 90049 with a local address of 700 South Rosemary Avenue, Suite 200, West Palm Beach, Florida 33401 (collectively "Contractor").

WHEREAS, on December 27, 2013, the CRA issued Request for Proposal No. CRA-15-2013 (the "RFP") to solicit proposals from qualified security companies to provide unarmed, roving security guard services along the Dr. Martin Luther King Jr. Boulevard/Old Pompano corridor and adjacent neighborhoods (hereinafter the "District" depicted in Exhibit A attached hereto and made a part hereof); and

WHEREAS, Contractor submitted a response to the foregoing RFP dated January 20, 2014 (the "Proposal," relevant excerpts of which are attached hereto and made a part hereof as Exhibit B) which the CRA's selection committee subsequently determined to be the highest ranked proposal; and

WHEREAS, on March 18, 2014, the CRA Board declared Contractor as the first ranked proposer and directed staff to negotiate this Contract; and

WHEREAS, Contractor is able and prepared to provide the security services the CRA requires under those terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises contained herein, CRA and Contractor agree as set forth below.

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.

2. **Entire Contract and Interpretation.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, contracts, or understandings applicable to the matters contained herein and both parties agree there are no commitments, contracts or understandings concerning the subject matter herein that are not contained in this Contract. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or contracts, whether oral or written.

This Contract shall be interpreted as drafted by both parties hereto equally and each party has had the opportunity to be represented by counsel of their choice. Regardless of which party

or party's counsel prepared the original draft and subsequent revisions of this Contract, both parties and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Contract shall not be deemed to be the product of, and therefore construed against, either party.

The CRA's RFP and Contractor's Proposal form an integral part of this Contract and are specifically incorporated herein by reference. Except as otherwise provided herein, in the event of any conflict between the provisions of this Contract, the Proposal and the RFP, the provisions shall be given preference in the following order: this Contract, the Proposal and the RFP. Wherever possible, the provisions of the RFP, the Proposal and this Contract shall be construed in a manner so as to avoid conflicts between their respective provisions.

3. **Scope of Services.**

In performance of Contractor's obligations hereunder, Contractor agrees to provide a minimum of two (2) professional roving unarmed Security Officers up to 24 hours per day, seven (7) days per week for a maximum total coverage of no more than 327 hours per week to be compensated in accordance with Section 5 herein. However, the CRA's Contract Administrator shall have the right and final discretion to adjust the amount of security coverage provided hereunder upon reasonable written notice to Contractor in accordance with Section 28 herein.

A. All Security Officers shall meet the following minimum qualification requirements:

1. Be a minimum of nineteen years old;
2. Be in good mental and physical state of health consistent with the ability to perform required safety and security tasks. Guards must be alert at all times while on duty;
3. Possess good verbal and written communication skills so they are able to clearly communicate in English without having to unnecessarily repeat orders or instructions and write clearly and concisely on all reports and forms;
4. Maintain a high standard of civility and diplomacy when in contact with the public;
5. At all times be neat, clean and have a professional appearance;
6. Possess a high school diploma or equivalent;
7. Possess a Class "D" security officer's license issued by the State of Florida;

8. Be trained to manage crowds attending or dispersing from community events organized by the CRA or any other events within the District;
9. Have a minimum of eight (8) hours of site specific training; and
10. Be thoroughly trained and familiar with all equipment and requirements at each assigned post and sign an acknowledgement form indicating the understanding of said training.

B. All Security Officers shall, at a minimum, be required to:

1. Patrol and complete routine inspection(s) of all vacant lots, occupied and vacant buildings, public alleyways, streets and sidewalks on a continual basis. Inspection of buildings shall include interior (when occupied) and surrounding exterior;
2. Utilize the golf cart and/or two bicycles supplied by the CRA to patrol the District on a continual basis and respond to incidents in a timely manner;
3. Possess and operate a communication device to enable contact with CRA personnel, police, fire, emergency vehicles or code enforcement personnel as necessary;
4. Communicate in person, by radio or by phone, in clear, concise and understandable English;
5. Remain alert, observe, record and report any unusual or suspicious behavior;
6. Use their best efforts to create a security presence in the District in order to deter theft, vandalism and other criminal or suspicious activities;
7. React and take appropriate measures in the event of fire, theft, vandalism, dumping or any other criminal or suspicious activities and timely contact the appropriate authorities as required;
8. Secure property on an as needed basis;
9. Report any abandoned, unserviceable or illegally parked vehicles;
10. Maintain accurate records, daily logs, reports and records of vagrancy or loitering violations at a location (s) to be determined by the CRA's Contract Administrator;

11. Prepare and timely submit incident report(s) to the Contract Administrator which shall include a detailed explanation describing the nature of an incident or disturbance;
12. Escort area patrons, business owners or employees to their car, upon request;
13. Maintain sign-in sheets and/or time cards for each shift as required;
14. Report for duty at the designated starting time and remain until relieved by the relief guard or, if no relief guard is assigned, at the designated end of the shift;
15. Ensure all articles found or turned in are submitted to the CRA's Contract Administrator;
16. Be sufficiently familiar with the properties located within the District, CRA owned properties within the District, businesses, buildings and events so as to be able to give accurate directions and information to residents and visitors; and
17. Perform other duties as assigned by designated the CRA's Contract Administrator

C. Contractor shall render all professional security services required under this Contract in a diligent, careful, thorough and first class manner consistent with good business practices and subject to policies and guidelines established by the CRA. The standard of care for all services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances in a similar locality. Security officers assigned shall report for duty on time, ready to work with necessary equipment and dressed in a proper uniform approved by the CRA.

D. Security Officers are prohibited from sleeping or napping on duty. Security Officers observed sleeping or napping on duty shall be terminated immediately and must leave in a quiet and orderly fashion. The CRA will notify the Contractor who shall be responsible for providing an immediate replacement for a terminated Security Officer who shall thereafter be prohibited from performing services under this Contract.

E. Security Officers are prohibited from having unauthorized visitors and repeated visits by unauthorized visitor(s) shall result in termination of the Security Officer who shall thereafter be prohibited from performing services under this Contract. Unauthorized visitors will be asked to leave immediately and must do so in a quiet and orderly fashion. Security Officer

F. Security Officers shall not solicit or accept gratuities for any reason whatsoever from employees, tenants, citizens or other persons in the District or in their performance of

services hereunder. Security Officers shall not carry a firearm of any type, whether it concealed, exposed or encased and doing so is a ground for termination.

G. The CRA reserves the right throughout the term of this Contract and upon ten (10) days written notice to Contractor, to add, delete or otherwise change locations, hours of service and number of Security Officers per shift at the pricing set forth in the Proposal.

H. Contractor shall comply with all necessary federal, state and local laws, ordinances and regulations pertaining to the employment of its personnel. Such persons shall be employees of the Contractor and not deemed employees or agents of the CRA. Contractor shall perform background checks and pre-employment screening, as well as random drug testing at its sole cost. Contractor shall be responsible for any and all taxes and other charges for any of the services provided under this Contract. Upon reasonable suspicion of drug use by a Security Officer, the CRA reserves the right to request a drug test or screening at Contractor's cost.

I. The CRA shall have the right to determine acceptable performance standards for Contractor's security staffing for the District. Any of Contractor's security personnel which CRA, in its sole discretion, deems unfit to perform the services required hereunder shall be promptly removed without delay by Contractor upon notice from the CRA and replaced with personnel acceptable to the CRA.

4. Term. This Contract shall commence on May 1, 2014 and continue in full force and effect for three (3) years thereafter unless terminated earlier as provided herein. At CRA's sole option, this Contract may be renewed for two (2) additional twelve (12) month periods with the same pricing, terms and conditions as provided herein.

Any renewal will be subject to appropriation of funds by the CRA. In the event the CRA does not opt to renew the Contract or the CRA and Contractor are unable to reconfirm or renegotiate the hourly wage rates for another year, the CRA shall have the option to extend the terms of this Contract at the current rates, one month at a time, not to exceed a total of six months.

The hourly rates provided for in the Contract shall remain fixed for the initial twelve month period; however, in year two the hourly rates may be adjusted by the percentage change in the Employment Cost Index ("ECI") for private industry workers, service occupations, wages and salaries (not seasonally adjusted) for the South Atlantic region as published by the U.S. Department of Labor's Bureau of Labor Statistics (BLS). The increase to go into effect will be the increase in the ECI series for the prior twelve month period. The frequency of adjustment is annually commencing in year two of the contract and includes renewal periods.

It is Contractor's sole responsibility to request in writing wage adjustments under this Contract along with supporting documentation and said request(s) must be received by the CRA's Contract Administrator at least ninety (90) days in advance of the date of effective change.

5. **Consideration/Rates for Services.** For each Security Officer providing services under this Contract, the CRA shall pay Contractor \$14.51 per hour for a regular shift which shall consist of no more than 11 hours on duty and \$21.77 per hour for overtime and holidays; however, any overtime pay shall be pre-approved in writing by the CRA's Contract Administrator.

For each Supervising Officer providing services under this Contract, the CRA shall pay Contractor \$17.43 per hour for a regular shift which shall consist of no more than 11 hours on duty and \$26.15 per hour for overtime and holidays; however, any overtime pay shall be pre-approved in writing by the CRA's Contract Administrator.

The foregoing hourly rates shall be Contractor's sole compensation for performance of all services and other obligations hereunder. No additional charges, expenses or fees will be paid by the CRA for labor, transportation, radio communication devices, background checks, uniforms, equipment, drug screening, overhead or other charges.

Contractor shall submit a monthly invoice to the CRA which shall include a statement of the services rendered, the actual hours worked, person performing services, and date(s) of service. Invoices received from the Contractor pursuant to this Contract shall be reviewed and approved by the CRA's Contract Administrator to ensure that services have been rendered in conformity with this Contract.

Payment shall be made in accordance with the Local Government Prompt Payment Act, Part VII, Sections 218.70-218.80, Florida Statutes, which provides for prompt payments, interest payments on late payments and a dispute resolution process for properly submitted invoices.

6. **Estimated Expenditures/Availability of Funds.** The anticipated value of this Contract for the first annual term is Three Hundred Thousand Dollars (\$300,000.00) and is based upon the hourly rates set forth in Section 5 above. The CRA reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements. The CRA does not guarantee any minimum amount of work or services under this Contract.

Contractor understands and agrees that this Contract is expressly conditioned upon the availability of CRA funds lawfully appropriated annually and available for the purposes set forth herein as determined by the CRA in its sole discretion. In the event funds to finance this Contract become unavailable, the CRA may terminate this Contract upon no less than twenty-four (24) hours written notice to Contractor.

7. **Contract Administrator.** Unless otherwise designated in writing in accordance with Section 28 herein, the representative(s) named below shall serve as Contract Administrator for the CRA and Contractor.

The CRA designates Nguyen Tran as its Contract Administrator who shall (i) serve as liaison between the Contractor and CRA on all matters relating to this Contract; (ii) have authority to give all approvals required by the CRA under this Contract except for those matters

which require formal approval by the CRA Board; and (iii) be responsible for the day-to-day monitoring and assessment of Contractor's performance of services hereunder.

Contractor designates Willie Perez as its Contract Administrator who shall (i) serve as liaison between the CRA and Contractor on all matters relating to this Contract and (ii) be responsible to supervise and direct Contractor's employees.

8. **Evaluation, Monitoring Reports and Ownership of Documents.** Contractor understands and agrees that the CRA will carry out periodic monitoring and evaluation activities as it deems necessary and that continuation of this Contract is dependent upon satisfactory evaluation conclusions.

Contractor shall provide the CRA, in a format reasonably acceptable to both parties, monthly reports to be used by CRA for monitoring Contractor's performance hereunder within thirty (30) days following the close of the respective month.

All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled or completed by Contractor for the purposes of this Contract shall be co-owned by Contractor and the CRA without restriction, reservation or limitation of their use.

9. **Accounting and Recordkeeping Procedures.** CRA shall have the right to inspect and audit the books, records and accounts of Contractor related to Contractor's performance of services hereunder. Contractor shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to its performance of services under this Contract. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the CRA.

Contractor shall be required to record, preserve and make available, at reasonable times for examination by CRA, complete and accurate records for all services performed under this Contract, including all financial records, supporting documentation, statistical records, federal/state tax returns; and any other documents attendant to Contractor's provision of services hereunder for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of five years after termination of this Contract.

However, if an audit has been initiated and audit findings have not been resolved, Contractor shall retain all records and other data until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for CRA's disallowance and recovery of any such payment.

10. **Default and Termination.**

A. **Termination for Cause.** It is covenanted and agreed that if either party (i) shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained in this Contract within thirty (30) days after written notice thereof; or (ii) be adjudged

bankrupt or insolvent or if any receiver or trustee of either's business property be appointed and not be discharged within sixty (60) days thereafter; or (iii) make an assignment of their property for the benefit of creditors; or (iv) file a Voluntary Petition in Bankruptcy or Insolvency or if such Petition shall be filed against either party and not dismissed within sixty (60) days thereafter, then the other party may immediately or at any time thereafter, and without demand or notice, terminate this Contract without being prejudiced as to any remedies which may be available for breach of contract.

B. **Opportunity to Cure Default.** Neither party shall be in default in the performance of any of its obligations hereunder unless and until it fails to perform such obligation(s) within thirty (30) days after receiving written notice specifying such failure by the other party.

C. **Termination for Convenience.** Upon written notice to the other, either party shall have the right, in its sole and absolute discretion, to terminate this Contract immediately with cause or thirty (30) days without cause.

D. **Procedure Upon Termination.** Upon the expiration or earlier termination of this Contract, Contractor shall promptly surrender and deliver to the CRA, any and all equipment and supplies provided by the CRA along with all records, logs or other books of account regarding Contractor's performance of services hereunder and the CRA shall simultaneously make any payments due Contractor under this Contract.

E. **Rights and Remedies Cumulative.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

11. **Insurance Requirements.** Contractor's insurance requirements under this Contract shall be subject to review and acceptance by the City of Pompano Beach's Risk Manager as to types of coverage, forms, and acceptability of the insurers who shall be authorized and licensed to do business under the insurance laws of the State of Florida.

Contractor shall promptly provide the following attendant to all insurance coverage(s) required under this Contract:

- a. Certificates of Insurance evidencing the required coverage;
- b. Names and addresses of companies providing coverage; and
- c. Effective and expiration dates of policies; and
- d. A provision in all policies affording the CRA thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

The requirements contained herein as to types and limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract. Proof of insurance is required before this Contract is executed by the CRA. Contractor shall name the Pompano

Beach CRA and the City of Pompano Beach as additional named insureds on all required policies.

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the term of this Contract and prior to performing any services hereunder, insurance coverage obtained and written in the State of Florida against liability with respect to the services to be performed hereunder, including employee dishonesty insurance in the amounts set forth below.

A. Security Guard Commercial General Liability/Professional Liability. Contractor shall agree to maintain Security Guard Commercial General Liability and Security Guard Professional (E&O) Liability. These coverages may be provided by the same policy or written separately. When the two coverages are provided by the same policy the higher limit, including specified coverages and conditions shall apply. Contractor shall maintain the following coverage, limits and conditions: Security Guard Commercial General Liability shall have a minimum limit of \$3,000,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include, but not limited to, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage.

Security Guard Professional E&O Liability shall have a minimum limit of \$3,000,000 per occurrence combined single limit. A self-insured retention shall not be greater than \$100,000 as approved by the City of Pompano Beach's Risk Manager. When written on a "Claims Made" basis, the Contractor shall agree to purchase and pay for any Supplemental Extended Reporting Period offered for a time limit not less than three (3) years. A combination primary and excess layered program may satisfy the limit requirement.

B. Worker's Compensation and Employers Liability. Contractor shall maintain Worker's Compensation & Employers Liability applying to ALL employees for statutory limits in compliance with §440.02, Florida Statutes, and applicable federal laws. Coverage must include Employers Liability with minimum limits of \$100,000 each accident, \$500,000 Disease-Policy Limit and \$100,000 Disease-Each Employee. A Certificate of Exemption from the Worker's Compensation Law shall not satisfy this requirement unless submitted for review and approval by the City of Pompano Beach's Risk Manager.

C. Business Auto Liability. Contractor shall maintain Business Auto Liability with minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include all owned, hired and non-owned Auto Liability coverage under a separate policy or endorsed to the Security Guard Commercial General Liability.

12. **Indemnification.** Contractor agrees to indemnify, defend, save and hold harmless the CRA and the City of Pompano Beach ("City"), their officials, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from the CRA or City, their officials, officers, agents, or employees by reason of any damage to property or personal injury, including death and which

damage, injury or death is caused by Contractor's intentional acts or negligent performance of services hereunder or caused by (a) any act, omission, default, negligence or intentional act of Contractor in the performance of services hereunder; (b) property damage or personal injury, which damage, injury or death is caused by Contractor's intentional acts or negligent performance of services hereunder; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor.

This indemnification includes, but is not limited to, any negligent act or omission or intentional act of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the CRA and the City, their employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City and CRA reserve the right to select their legal counsel to conduct any defense in any such proceeding and all reasonable costs and fees associated therewith shall be Contractor's responsibility under this indemnification provision.

To the extent considered necessary by the CRA, any sums due Contractor under this Contract may be retained by CRA until all of the CRA or City's claims for indemnification have been resolved and any amount withheld shall not be subject to payment of interest by the CRA. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

The indemnity provisions of this Section shall survive the expiration or termination of this Contract and not be construed to require Contractor to indemnify the CRA or the City for their own gross negligence or intentional torts or those of their agents or employees.

13. **Absence of Conflicts of Interest.** Contractor represents it is aware of applicable state, local and CRA conflict of interest laws, regulations, ordinances and/or policies and covenants that it will comply in all material respects with the terms of same.

Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. Contractor further represents no person having any interest shall be employed or engaged by it for said performance.

Contractor, its officers, personnel, subsidiaries and subcontractors shall not (i) have or hold any continuing or frequently recurring employment, contractual relationship business association or other circumstance, which may influence or appear to influence Contractor's exercise of judgment or the quality of the services being provided hereunder or (ii) perform services for any third party that would in any way be in conflict with the services to be provided to the CRA under this Contract.

Contractor shall promptly notify the CRA in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to

undertake and shall request the opinion of the CRA as to whether such association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the Contractor.

The CRA agrees to notify Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of said notification and request for opinion. If CRA, in its sole discretion, opines that the prospective business association, interest or circumstance would not constitute a conflict of interest, then CRA shall so state in its opinion and the Contractor may, at its option, enter into said association, interest or circumstance and not be deemed in conflict of interest with respect to Contractor's provision of services under this Contract.

14. **Limitation of Liability.** The CRA only desires to enter into this Contract, if in so doing, it shall be able to place a limit on its liability for any cause of action for breach of this Contract so that the CRA's liability for any such breach never exceeds the sum of One Hundred Thousand Dollars (\$100,000.00). Contractor hereby expresses its willingness to enter into this Contract with a \$100,000.00 limitation on recovery for any breach of contract action.

Accordingly, in consideration of separate consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Contractor and notwithstanding any other term or condition hereunder, the Contractor hereby agrees that the CRA shall not be liable to the Contractor for damages to Contractor in an amount in excess of One Hundred Thousand Dollars (\$100,000.00), for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the CRA by this Contract. Nothing contained in this Section or elsewhere in this Contract is in any way intended to be a waiver of the limitation placed upon the CRA's liability as set forth in Section 768.28, Florida Statutes.

15. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, local and administrative regulations, ordinances, statutes or laws now in effect or hereinafter enacted in performance of its services hereunder.

16. **Nondiscrimination, Equal Employment and American With Disabilities Act.**

A. There shall be no discrimination by Contractor in its performance of services hereunder nor shall Contractor discriminate against any worker, employee, patron or member of the public on the basis of race, creed, religion, age, sex, familial or marital status, political affiliation, disability, sexual orientation, or country of national origin.

B. Contractor shall take affirmative action to ensure that employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

17. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Contract if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense (“force majeure”). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If either party is unable to perform or delayed in their performance of any obligations under this Contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this provision, within five days after the beginning of any such delay, a party claiming an event of force majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any force majeure. The parties agree that as to this Section, time is of the essence.

18. **Truth in Negotiation.** Execution of this Contract by Contractor shall be deemed certification that the compensation and hourly rates and other expenses or costs to be compensated under this Contract are accurate, complete and current at the time of contracting. The fees and expenses payable under this Contract shall be adjusted to exclude any significant sums should the CRA determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or inaccurate representations of fees paid to outside providers. The CRA shall exercise its rights under this provision within one (1) year following final payment under this Contract.

19. **Public Entity Crimes Act.** Contractor represents and certifies that execution of this Contract will not violate the Public Entity Crimes Act set forth in § 287.133, Florida Statutes, and that Contractor and any of its subcontractors under this Contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of its Proposal or execution of this Contract. Violation of this Section may result in termination of this Contract and recovery of all monies paid hereunder, including debarment from CRA’s competitive procurement activities.

20. **Severability.** The invalidity, illegality or unenforceability of any provision herein shall in no way affect or invalidate the remainder of this Contract which shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

21. **Non-Assignability and Subcontracting.** This Contract is not assignable and Contractor agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Contract, in whole or in part, to any other person, corporation or entity. Nothing herein shall be construed to create any personal liability on the part of the CRA

or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CRA and Contractor.

Any attempt by Contractor to assign or transfer any of its rights or obligations under this Contract without first obtaining the CRA's written approval will result in CRA's immediate cancellation of this Contract. Specifically, no assignment of any right or obligation under this Contract shall be binding on the CRA without the formal written consent of the CRA Board.

In addition, this Contract and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of Contractor's insolvency or bankruptcy, CRA may at its option terminate and cancel this Contract as provided for in Section 10 herein.

22. **Waiver and Modification.** Either party's failure to insist upon strict compliance with any terms, covenants or conditions of this Contract shall not be deemed a waiver or relinquishment of such nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

Either party may request changes to modify certain provisions of this Contract; however, unless otherwise provided for herein, any such changes must be specific, apply only to the matter concerned and executed by authorized representatives of both parties with the same formality as this Contract. It is further agreed the omission of a term or provision contained in an earlier draft of this Contract shall have no evidentiary significance regarding the contractual intent of the parties.

23. **No Waiver of Sovereign Immunity.** Nothing contained in this Contract is intended to serve as a waiver of the CRA's sovereign immunity.

24. **Local Participation.** Contractor acknowledges and agrees that with all due diligence and to the greatest extent possible, it will involve the participation of minorities and lower income persons from the Pompano Beach area to perform the services required hereunder and toward this end shall work with the CRA's Business Resource Center located at 50 NE 1st Street, Pompano Beach, FL 33060, the telephone number for which is (954) 586-1199.

25. **No Contingent Fee.** Contractor warrants that other than a bona fide employee working solely for Contractor to solicit or secure this Contract, Contractor has not employed, retained, paid or agreed to pay any company, person or firm any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract

In the event of Contractor's breach or violation of this provision, the CRA shall have the right to terminate this Contract without liability and, at the CRA's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

26. **Unauthorized Aliens.** The CRA shall consider Contractor's employment of unauthorized aliens a violation of § 274A(e) of the Immigration and Nationalization Act as amended and be a cause for unilateral cancellation of this Contract.

27. **Independent Contractor.** Contractor acknowledges and agrees that it is an independent contractor under this Contract and that neither Contractor nor any of its employees or other agents shall be deemed employees of the CRA for any reason despite the fact that Contractor's services hereunder shall be subject to the CRA's supervision.

Contractor specifically acknowledges that its employees and agents shall not be eligible to participate in any employee benefit(s) maintained by the CRA nor shall they be covered by the CRA's workers' compensation insurance. Contractor understands and agrees to be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the CRA to Contractor hereunder.

28. **Notices and Demands.** A notice, demand, or other communication under the Contract by either party to the other shall be given or delivered sufficiently if it is in writing and delivered personally, sent via facsimile or email or sent by registered or certified mail, postage prepaid to the representatives named below or, with respect to either party, is addressed or delivered personally at such other address as that party, from time to time may designate in writing and forward to the other as provided herein.

To CRA: CRA Director
100 W. Atlantic Boulevard, Suite 276
Pompano Beach, Florida 33060
954-786-5535 Office
954-786-7836 Fax
Margaret.Gallagher@copbfl.com

With a copy to: Nguyen Tran, Contract Administrator
100 W. Atlantic Boulevard, Suite 276
Pompano Beach, Florida 33060
954-545-7769 Office
954-786-7836 Fax
Nguyen.Tran@copbfl.com

To Contractor: Willie Perez, Regional Manager
700 South Rosemary Avenue, Suite 200
West Palm Beach, Florida 33401
561-209- 6516 Office
561-402-2152 Cell
561-820 0841 Fax
wperez@pcssite.com

Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course.

29. **Attorney's Fees.** In the event suit is filed to construe or enforce this Contract, both parties agree the prevailing party in such suit shall be entitled to an award of all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' and paraprofessional fees as well as all out-of-pocket costs and expenses incurred in such litigation through all appellate levels.

30. **Jurisdiction, Venue and Waiver of Trial.**

This Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Both parties submit to the jurisdiction of state and federal courts located in Florida and Contractor specifically agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

In the event of a dispute as to the interpretation or application of or an alleged breach of this Contract, both parties agree that proper venue for any suit at law or in equity shall be instituted and maintained only in courts of competent jurisdiction in Broward County or the Federal Southern District of Florida and that to encourage prompt and equitable resolution of any litigation such dispute shall be heard by a judge not a jury.

31. **No Third Party Beneficiaries.** Both parties acknowledge and agree that this Contract and any and all other contracts and Contracts pertaining to Contractor's performance of services hereunder shall not create any obligation on the part of Contractor, the CRA or the City of Pompano Beach to third parties. No person not a party to this Contract shall be a third-party beneficiary or acquire any rights hereunder.

32. **Approvals.** Whenever CRA approval is required for any action under this Contract, either by the CRA Board or by its Contract Administrator, said approvals shall not be unreasonably withheld.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Betty J. Manes
Print Name: Betty J. Manes

By: [Signature]
Lamar Fisher, Chairman

Courtney Easley
Print Name: Courtney Easley

ATTEST: [Signature]
Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Courtney Easley
Print Name: Courtney Easley

By: MetroStrategies, Inc., a Florida corporation
a managing member

Courtney Easley
Print Name: Courtney Easley

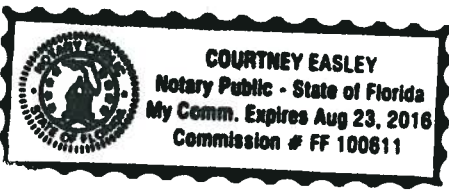
By: [Signature]
Kim Briesemeister, President

and
By: [Signature]
Christopher J. Brown, a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of May, 2014 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

Courtney Easley
(Name of Acknowledger Typed, Printed or Stamped)

#FF100611
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of May, 2014 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

Courtney Easley
(Name of Acknowledger Typed, Printed or Stamped)

#FF100611
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of May, 2014, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

Courtney Easley
(Name of Acknowledger Typed, Printed or Stamped)

#FF100611
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of May, 2014, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



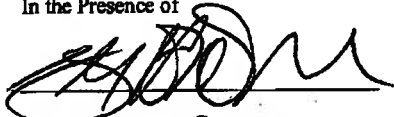
Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

Courtney Easley
(Name of Acknowledger Typed, Printed or Stamped)

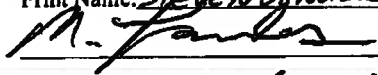
#FF100611
Commission Number

PROFESSIONAL SECURITY CONSULTANTS,
INC., a California corporation

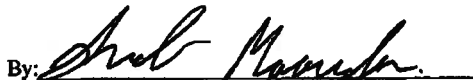
Signed, Sealed and Witnessed
In the Presence of



Print Name: STEVEN VANOVER



Print Name: M. U. Lombos

By: 

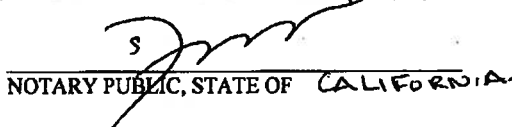
SHAUL MAUDA
Print Name

SENIOR VICE PRESIDENTS
Title

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 23 day of
APRIL 2014 by SHAUL MAUDA as
SENIOR VICE PRESIDENT of Professional Security Concepts, Inc., a California corporation who is
authorized and licensed to do business in Florida as Professional Security Consultants, Inc. and who is
personally known to me or has produced CA Driver Lic # A 6640611 Exp 2/14/2016 e Business card
as identification..



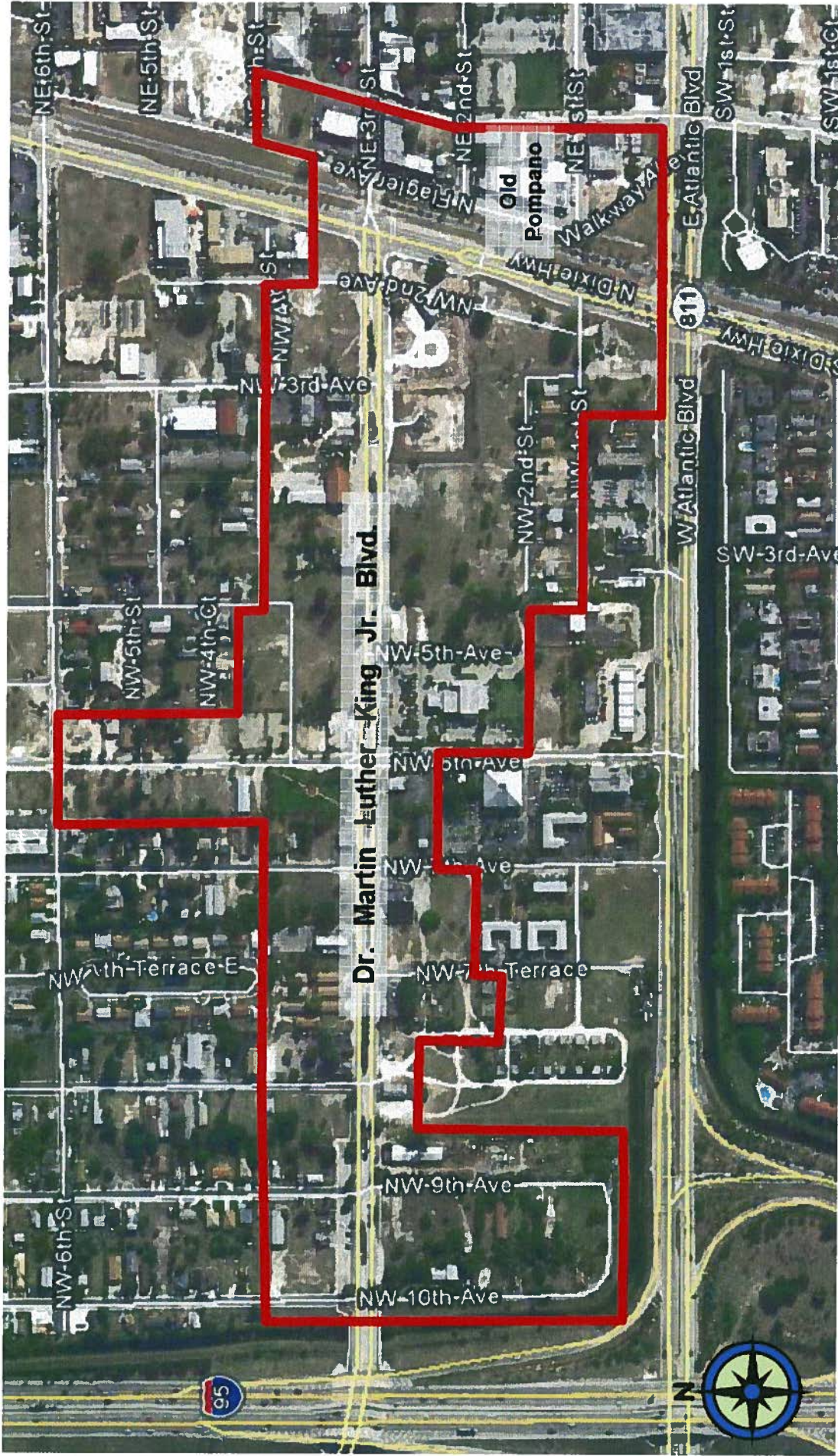

NOTARY PUBLIC, STATE OF CALIFORNIA

(Name of Acknowledger Typed, Printed or Stamped)

Comm # 1921282
Commission Number

L:\agr\era\psc security services contract

EXHIBIT "A"



Patrol Boundary Map

EXHIBIT "B"



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Operating Plan

Hours and Shifts (see schedule attachment)

PSC will use 327 security officer hours on a weekly basis combined with 40 hours a week for a site supervisor. The total hours per week will be 367 hours. Each day will have 48 to 53 hours of security service consisting of 2 to 3 security officers depending on the time of day.

PSC will have 2 security officers as a minimum deployment during the hours of 7:00 AM to 3:00 PM. A mid-shift supervisor will work Tuesday thru Saturday from 10:00 AM to 6:00 PM. This site supervisor's hours can be adjusted on Friday's and Saturdays to work more of an evening shift when needed (2:00 PM to 10:00 PM, for example).

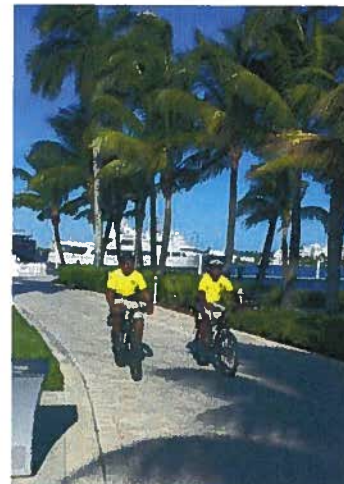
During the evening hours, 2 officers will work from 3:00 PM to 11:00 PM. The overnight shift will have 2 officers working from 11:00 PM to 7:00 AM. This deployment will ensure that 2 officers will always be deployed so there will always be back-up in case an incident occurs.

| POSITION | SATURDAY | SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | TOTALS |
|------------------|----------|--------|--------|---------|-----------|----------|--------|--------|
| Supervisor | 10A-6P | | | 10A-6P | 10A-6P | 10A-6P | 10A-6P | 40 |
| Security Officer | 7A-3P | 7A-3P | 7A-3P | 7A-3P | 7A-3P | 7A-3P | 7A-3P | 56 |
| Security Officer | 7A-3P | 7A-3P | 7A-3P | 7A-3P | 7A-3P | 7A-3P | 7A-3P | 56 |
| Security Officer | 3P-11P | 3P-11P | 3P-11P | | | | 3P-11P | 32 |
| Security Officer | 3P-11P | 3P-11P | 3P-11P | 3P-11P | 3P-11P | 3P-11P | 3P-11P | 58 |
| Security Officer | | | | 6P-11P | 6P-11P | 6P-11P | | 15 |
| Security Officer | 11P-7A | 11P-7A | 11P-7A | 11P-7A | 11P-7A | 11P-7A | 11P-7A | 56 |
| Security Officer | 11P-7A | 11P-7A | 11P-7A | 11P-7A | 11P-7A | 11P-7A | 11P-7A | 56 |
| Totals | 56 | 48 | 48 | 53 | 53 | 53 | 53 | 367 |

Equipment and Uniforms

PSC will be using different kinds of security related equipment (such as golf carts and bikes) that will allow us to effectively patrol and document our duties. All security officers deployed to the Pompano CRA will have the following equipment on a security duty belt, worn by all security officers.

- Light-weight heavy duty nylon belt.
- 2 Way radio and/or smart cell phone with holder.





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Equipment and Uniforms Continued

- Handcuffs with holder. (All CRA officers will go thru "Use of Force" training and hand cuff training.)
- Nylon gloves with pouch.
- Pepper Spray with holder. (All CRA officers will go thru "Use of Force" training and pepper spray training.)
- Mini-Mag flashlight.
- CPR Mask and holder. (All CRA officers will go thru "CPR/First-Aid" Training).

The CRA officers will be wearing a high visibility uniform. It will be a bright yellow polo shirt with "Security" clearly displayed on the shirt and the letters "CRA-Community Redevelopment Association" clearly visible on the back of the shirt (see attached sample pictures). The officers will be wearing khaki cargo-style shorts. These uniform shorts will have pockets that allow the officer to secure items in their pants not in view of the public.

DAY to DAY SECURITY OPERATIONS of THE TEAM

The security team will have a dual role in their daily operation. One will be to act as the "Ambassador" of the CRA. The "ambassador role" of the officer is to provide a high visibility representative of the CRA for patrons and visitors. The security ambassador will offer customer service to those that ask for it and those who may look as if they need assistance. Examples are directing visitors to local businesses, answering questions about local shops and restaurants, providing escorts to those that request it (including tenants who request an escort to their car), assisting persons who may be lost or require help, and using "casual contact" to those persons who may be suspicious. This lets the suspicious person know that they have been identified by security and security is aware of their presence.

The second role of the CRA security officer is to enforce a "code of conduct" (as agreed upon by the Pompano CRA), deter crime and mis-conduct through high-visibility patrols and interactions with suspicious individuals, report violations of the law to the police, be keenly aware and enforce issues of homeless persons, vagrants, and deter and break-up fights and/or disorderly conduct that interferes with the family oriented atmosphere of the downtown area.

Security will patrol by several means including walking, bike riding and golf-cart patrol. Depending on the day and time, the site supervisor will determine the type of patrol during each shift.

Officers will use the latest technology to report incidents that occur and to record their patrols. PSC uses several tools to accomplish this. One is the CASE Mobile Smart-Phone. The mobile phone acts as a guard patrol tracker where security officers will scan points strategically placed



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Day to Day Security Operations Continued

throughout the downtown area. This allows the officer to better plan their patrol and ensure that all important areas of the CRA are patrolled on a regular basis. The guard patrol tracker also allows CRA management to review patrols when requested, the site supervisor to review an officer's patrol after his/her shift and provide a document of patrol in case of litigation.

The CASE Mobile Smart Phone also allows the officer to document daily patrol activities that are normally done on paper. Activities such as "stairwell checks", "parking lot surveys" and other types of routine daily duties will be input into the smart-phone and then downloaded via Wi-Fi so a "real-time" digital daily log will be built during each officer shift.



Officers will use the CASE Global Incident tracking system to input incident reports. This system allows incident data to be analyzed at "the push of a button" and is a "live-instant database" to anyone who needs to review an incident report. Maps of the downtown area will be loaded into the Incident tracking system which allow "pin-mapping" of incidents which will allow the site supervisor to shift deployment when certain areas are experiencing more incidents.

Officers will be visiting with local businesses on a daily basis to form a "Community Patrol". This interaction with local businesses will allow a steady communication between security and merchants so a rapport can develop. PSC finds that with a "Community Patrol" in place by security, incidents can be deterred and handled in a professional and immediate way.

The CRA will be broken up into patrol "Zones". Zones allow officers to concentrate on a specific area to patrol. Crime data, personal observation, and input from the DDA help PSC define and establish patrol zones. Some zones may be bigger than others but the overall philosophy of the zone is to give a specific area the attention it deserves.

PSC has a central command center that will be utilized by the security officers of the CRA. When an incident is reported to security the CASE Global command center is notified by the officer handling the incident.

The command center can then assist in notifications to the DDA, police, fire and if needed contact security officers to additionally respond if needed.





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Post-Orders, including emergency response plans will be developed for the CRA security team. Post Orders are specific duties, policies and procedures that are carefully detailed and particularly stressed to the Pompano CRA. Emergency Response Plans are carefully crafted to ensure that weather a fire, tornado, or explosion, security officers will have the guidance needed on how to prepare and react to saves lives and property.

Emergencies and Preparation

PSC also organizes emergency response teams (ERT) for each region it has accounts. This ERT is a team of specially trained officers to respond to a critical incident. If a shooting occurs or an explosion for example, you are going to need extra security officers that will go beyond your regular deployment. Additional officers from other accounts in the area will respond to ensure your deployment needs are met.

On a regular basis, PSC performs emergency drills at its accounts. These drills can range from a fire drill to an active shooter drill. Our drills include all entities and organizations that would be involved in a real time emergency. The local police, fire and EMS services are involved in our drills along with our managing client, downtown CRA.





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Cost Analysis

Prepared 1/13/14

| <u>Position and Hours</u> | <u>Pay-Rate</u> | <u>Billing Rate</u> | <u>Total</u> |
|---|------------------------|----------------------------|---------------------|
| Security Officer – (327 hrs/wk) | \$10.00 | \$14.51 | \$246,728.04 |
| Supervisor – (40 hrs/ wk) | \$12.00 | \$17.43 | \$36,254.40 |
| Weekly Hours: 367 | | | |
| Cost for Year 1: | | | \$282,982.44 |

Note: Cost does not include State Use/Sales Tax. PSC will bill additionally, based on state's current Use/Sales tax %.

- PSC charges Time and half the usual rate for guards working during (6) national holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas Day) (This billing will be billed additional during the holiday months)
- PSC charges Time and half the usual rate for guards working during additional hours for emergency and special events.



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Cost per hour includes:

- 1. 24hr Command Center** – Dedicated staff to fully functional command center designed to assist your organization in expediting the communication of important safety, security, and facility information. **(24-hour toll free assistance number: 1-888-CASE-210 / 1-888-227-3210)**
 - High Speed Internet
 - Emergency Power Generator Back-Up
 - Notifications via phone, text message, or email.
 - Custom Notification Matrix
- 2. Uniforms** – Standard Security Uniform according to the customer's demands.
- 3. Guard Training (Certified by Homeland Security)** – Unique officer training program according to the state regulations, Using DVD's, Interactive Computer Presentations, Physical Instruction and Testing.
- 4. CPR/First Aid training**
- 5. AED Training & Certification**
- 6. Background Screening & Drug Testing**
- 7. (3) Casemobile Devices & Accessories (Guard Patrol System)**
- 8. Cell Phone for Supervisor**
- 9. (5) Radios with accessories**
- 10. (2) First Aid Kit**
- 11. (1) Computer with printer**
- 12. Additional Security Support provided by other Florida locations**
- 13. CASE Global Incident Management Tracking Software (at no cost)*** (Certified by Homeland Security), - Case Reports is a Web based Incident Reporting and analysis tools, which is fully customized to meet Northridge Mall's needs. Case Global Incident Tracking System is a tool to capture incident and events of interest for its customers. The system has built-in support for multi-level hierarchy for incidents and events.

*Case Global Software is a software tool used and owned by Case Global. At no time is it assumed that Case Global property rights, source code or copyright will be given to the Client or contracting entity.

Term Contract for Unarmed Security Guard Services

PROPOSAL FORM

Unarmed roving security guard with transportation: the hourly rate is all inclusive (i.e. transportation, communication devices); there are no reimbursable expenses.

| | |
|---|-------------------------|
| Regular Shift, up to <u>327</u> hours on duty | \$ <u>\$14.51</u> /hour |
| Overtime | \$ <u>\$21.77</u> /hour |
| Holidays | \$ <u>\$21.77</u> /hour |

Supervisor

| | |
|--|-------------------------|
| Regular Shift, up to <u>40</u> hours on duty | \$ <u>\$17.43</u> /hour |
| Overtime | \$ <u>\$26.15</u> /hour |
| Holidays | \$ <u>\$26.15</u> /hour |

Note: Cost does not include Use/Sales Tax. PSC will bill additionally, based on state's current Use/Sales tax %.

Communication devices provided by Contractor: Cell phones with two-way direct connect.

Transportation provided by Contractor other than what is provided by CRA: N/A

24 Hour Emergency Contact Person:

Name: Willie Perez Title: Regional Manager

Address: 700 S. Rosemary Ave. #200, West Palm Beach, FL 3401

Email Address: wperez@pscsite.com

Telephone: 561-209-6516 Cellular: 561-402-2152

Contractor has attached the following documentation and/or information:

- Introduction Letter & Firm Information. Documentation business established minimum of 3 years prior to due date of Proposal.
- Firm Experience & Qualifications. Business licenses, permits, and certifications. Resumes of security guards proposed to be assigned to the CRA.
- Operating Plan
- Local Business Participation Forms
- Small Business Enterprise Forms

Company Name: Professional Security Consultants FEIN: 95-401-8179

Authorized Signature Shaul Mouda 1/21/14
Signature Date

Shaul Mouda Senior Vice President
Print Name Title

Physical Address: 11454 San Vicente Blvd.
Street
Los Angeles CA 90049
City State Zip Code

Telephone: 310-207-7729 Fax: 310-207-5563