

RESOLUTION NO. 2012-66

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS & RECREATION; ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER IN APPROVING THE CONTRACT WITH PLATINUM GROUP SECURITY, INC., TO PROVIDE SECURITY GUARD SERVICES AT VILLAGE PARKS PURSUANT TO RFP-2012-PR-003; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GOVERNING AGREEMENT PURSUANT TO RECOMMENDED AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in an effort to procure the availability of security guard services for selected parks and/or Village facilities, as well as various park events, a competitive process was initiated; and,

WHEREAS, pursuant to RFP 2012-PR-003, the Village expressed its intent and purpose to secure a qualified firm to maintain and make available as required by the Village, security guard services and related equipment; and,

WHEREAS, Platinum Group Security, Inc. was determined to be the most responsive and qualified firm; and,

WHEREAS, representatives of Platinum Group Security, Inc., entered into an open discussion with Village staff for the purpose of negotiating a governing contract, as directed by the Village Council pursuant to Resolution 2012-58; and,

WHEREAS, the proposed contract for services is for an initial three year period, and contains options for up to two additional one year extensions; and

WHEREAS, said contract is now being presented before the Mayor and Village Council for final approval; and

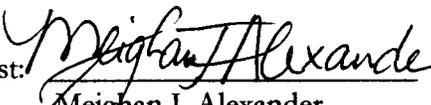
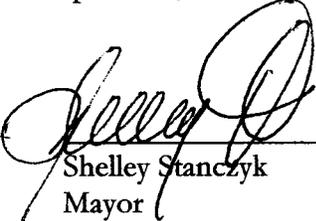
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby approves the selection of Platinum Group Security, Inc., to provide security guard services and related equipment as required by the Village pursuant to Bid No. 2012-PR-003 and as negotiated by the Village staff.

Section 2. The contract between the Village of Palmetto Bay and Platinum Group Security, Inc., providing for an initial three year term and options for two additional one-year extensions and attached hereto as Exhibit A, is hereby approved.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of September, 2012.

Attest:  _____  _____
Meighan J. Alexander
Village Clerk
Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

 _____
Eve A. Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Howard J. Tendrich	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor Brian W. Pariser	<u>YES</u>
Mayor Shelley Stanczyk.	<u>YES</u>

AGREEMENT BETWEEN
THE VILLAGE OF PALMETTO BAY
AND PLATINUM GROUP SECURITY, INC.
FOR SECURITY GUARD SERVICES AT VILLAGE PARKS

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the Village of Palmetto Bay, a Florida municipal corporation (the "Village"), and Platinum Group Security, Inc. ("Contractor/Proposer").

RECITALS

1. The Village has under its control five (5) parks in which a myriad of activities occur, including special events and rental functions as may be exemplified by those offered and/or planned at Thalatta and Ludovici Parks; as well as other administrative or operational facilities.

2. The Village desires to obtain security guard services to safeguard park events, patrons, facilities and property pursuant to the terms of this agreement.

NOW THEREFORE, in consideration of \$10.00, the mutual covenants and conditions contained herein, the receipt of which is acknowledged, the parties agree as follows:

1. **Purpose/Authorization** The purpose of this Agreement is to provide for the Village's retention of Contractor/Proposer to provide security guard services at various Village parks and/or Village facilities on an as needed basis and as described in Section 2 below.

2. **Scope of Services**

a. The Village grants to the Contractor/Proposer the non-exclusive right to provide security guard services at selected parks and/or facilities as contemplated herein. The Contractor shall adhere to established rules and conditions concerning security guard services at Village park facilities. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

b. The Contractor shall provide unarmed security guard services at various Village locations or those authorized for use, including parks such as Thalatta Estate and Ludovici, and other Village facilities including but not limited to Village Hall and Public Works; on days and times determined by the Village, on an as needed basis. Contractor's personnel shall possess desirable qualities and knowledge to carry out specific tasks including, but not limited to, presenting a form of visible/active protection and comfort level in the safeguarding of Village personnel, facility patrons and respective property; ability to deal with the public; defuse threatening situations if necessary or dealing with unruly individuals; monitoring assigned areas; monitoring access gates; check lighting; safeguarding patron vehicles and patron passage from parking lot to event site and patrons/guests at events site(s); professionally and courteously enforcing Village facility rules and regulations; restrict/prohibit unauthorized individuals/groups from utilizing the facilities or satellite facilities (i.e., Deering Point, Palmetto Bay Center) while providing the security guard

services at the site; assist in directing traffic; ability to remain alert and act calmly and quickly in the event of an emergency with ability to effectively communicate with supervisory personnel and/or emergency services personnel; and follow standard operating procedures as determined by the Contractor and the Village. In conjunction with Village needs, Contractor shall ready post orders in terms of facility information, facility/event rules and regulations, schedules, emergency response procedures and the safeguarding of persons and property. Contractor shall instruct and require its security guards to perform the services specified herein in an orderly and efficient manner while enforcing the regulations of the Village with regards to safety and facility security, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's business. Contractor shall act in a lawful manner.

c. All Contractor Security Guard personnel must possess a State of Florida Class 'D' license pursuant to Florida State Statute Chapter 493.; worked for a period of six (6) months for the Contractor and successfully completed the 16-hour post-licensing continuing training class as required by the State of Florida; be no less than 21 years of age; have a high school diploma or G.E.D., and possess good human relations skills. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, which will include a medical examination which includes drug screening; all which shall be the financial responsibility of the Contractor. All must be a Citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151. Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.

d. Security personnel must successfully pass a background investigation to include, but not limited to, a criminal background check which shall be the financial responsibility of the Contractor, which will include a medical drug screening, and whose minimum investigative parameters include nature of discharge from military; substance abuse (drug and alcohol; child abuse and/or molestation; convictions (misdemeanors and/or felony); dismissal other than layoff; and whether individual has ever been denied a gun permit.

e. Personnel must have completed a medical examination, to be conducted at the Contractor's expense and prior to any assignment to the Village, with results presented to Village upon request. Minimum testing shall include freedom from any communicable disease; binocular vision, correctable to 20/20 (Snellen); ability to distinguish basic shapes of colors is required in both normal and peripheral vision; able to hear ordinary conversation at 20 feet, and whispered conversation at 10 feet without the use of artificial hearing devices or aides; pass a urinalysis test showing freedom from drug use, except any prescribed medication; free from any physical or emotional disorder handicap that would inhibit or preclude meeting the performance standards under this contract. Contractor personnel file(s) of those personnel to be assigned to Village sites for security guard services shall be presented for inspection upon request of the Village to ensure Contractor compliance with the foregoing.

f. Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The

Village reserves the right to request of Contractor the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Contractor relieve/suspend an employee from his/her assignment with the Village under this Contract. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct. Failure to adhere to this provision may result in termination of the underlying Contract. Contractor's security personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.

g. The Contractor is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. Said on-site training may be performed by a supervisor or well-experienced guard employed by Contractor. The costs of any and all training shall be considered as a part of the Contractor's operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village's request. The Contractor agrees to comply with any State or periodic training required of each security personnel in order to ensure continued level of service.

h. Contractor shall provide a guard supervisor to have supervisory responsibility over all guards on duties for respective Village assignment. This individual shall understand that he/she will be responsible for contacting all guards at all times and respond to inquiries or request of the Village. This person shall also serve as a backup in the event that a guard does not report for duty during an assignment with the Village.

i. All Contractor security personnel must be well groomed and neatly uniformed. Uniforms are to include shined black shoes, clean and ironed shirt (with buttoned cuffs if long sleeve shirt), cap with badge, whistle on a chain, writing implements, flashlight, and other optional equipment as may be required. Each guard shall wear a nameplate bearing his/he name and company issued photo ID card. At times and at the Village's discretion, the Village may request Contractor to have the employees utilize ties, and/or uniform blazers/jackets furnished by the Contractor. During cold weather periods, jackets worn by guards must be Contractor issued and with identifiable patch or similar means of identifying as Contractor's security guard personnel.

j. While on duty, Contractor's security personnel must be in complete uniform and fully equipped to provide services. Contractor's security personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by this Contract.

k. The Contractor is responsible for assuring that security personnel maintain a neat appearance in accordance with contract standards, up to and including responsibility for maintenance and replacement of uniforms as may be necessary. All equipment used by the Contractor is also to be kept clean, well-maintained and in safe operating conditions at all times; free from defects or wear which may constitute a hazard to any persons on Village property. The Contractor is responsible for the quantity and quality of uniforms and other required personal equipment used by security personnel.

l. Contractor, as a security service provides a uniform and equipment for all employees assigned under this contract with: i. Black belt for the uniform of Contractor's employees; ii. Whistle with metal chain attachment; iii. Flashlight (heavy duty with 2 or more D-cells); iv. Communications System: handheld radios as licensed and approved for use by the Federal Communications Commission) or similar equipment, as agreed to by the parties. All of Contractor's security personnel (guards and supervisors) on duty shall be required to carry such communication devices. For all contracted events, the Contractor shall also provide one device to the respective facility manager in order to facilitate communication. (iv) a golf cart, marked vehicle or other vehicle as required under the RFP; and (vi) Contractor shall provide all working materials necessary for proper performance of this Contract including, but not limited to, bounded logbooks, notebooks, pens, pencils, etc.

All equipment must be in good working order for the purposes for which it was created. Contractor agrees that the equipment shall be tested and maintained to ensure the equipment's aesthetics, reliability, and safety. The Village reserves the right to notice the Contractor of any defects and or cause for concern with the designated equipment and can request immediate replacement of the equipment, if necessary to the safety or security of the site. However, the responsibility, to ensure compliance with this provision remains with the Contractor, at all times.

m. The Village currently has jurisdiction over five (5) parks and may request Contractor to provide security guard services at any given park or other Village facilities and/or properties. Functions may include special events, weddings, parties, picnics, etc, with on-site or satellite parking facilities; as well as administrative and operational facilities, construction sites, etc., as may be necessary. The possible off-site satellite facilities may or may not be owned by the Village; however, the Village shall obtain authorization for the use of the off-site location prior to Village use. As noted under Insurance requirements, designated satellite locations must also be named as Additional Insured.

n. Assignments and the number of security personnel required for services at a scheduled event/site will be determined and scheduled by the Village. The Village shall make every effort to give sufficient advance notice as to security personnel needs; however if needed, the Village may request services upon a 48-hour notice to Contractor. The Village shall not be responsible for any payments to Contractor for those services not timely received, or not received at all.

o. The Contractor and Contractor's staff shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended.

p. The Provisions of the underlying RFP are incorporated by reference and attached hereto as a part of this Contract. If a conflict between the provisions of this agreement and any attachment, the provisions of this agreement shall take precedent over any attachment.

3. **Pricing/Cost of Services:** The Village's costs for specified services shall be pursuant to those enumerated on the 'Attachment B' which represent those prices offered by the

Proposer in submittal of RFP #2012-PR-003 (see pages2-3) and as approved by the Village Council via Resolution No. _____ ('Attachment C'); and may not be increased or in any way revised during the term of this agreement unless with the express written approval of both parties. As contractor is an independent contractor and not an employee of the Village, this contract (for the term of the contract) does not provide for, nor contemplate any cost-of-living, consumer price index nor any other modification to the cost of services identified herein. The aforementioned 'Attachment B' also confirms the Contractor's commitment in complying to all contractual requirements and/or obligations. Upon completion of requisitioned security guard services, the Contractor shall forward an invoice for payment to the Village. Upon receipt of said invoice, the Village shall remit payment within a thirty (30) day period.

4. **Additional Services.** Contractor shall provide additional services to the Village as determined by the Village Manager or his designee and that are mutually agreeable by both parties.

5. **Term/Renewal.**

a. **Term.** This Agreement shall become effective upon execution by both parties and shall continue through _____, 2015, for a period of three (3) years, unless earlier terminated the provisions of this Agreement.

b. **Renewal.** The Village shall have the option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions. (the "Option") The Option may be exercised at the sole discretion of the Village Manager. Such extension shall be effective upon written notice from the Village Manager to the Contractor/Proposer no later than 30 days prior to the date of termination of the Term or any renewal term. There shall be no material changes to the terms and conditions of the agreement as to price or services.

5. **Termination.** The occurrence of any of the following shall cause this Agreement to be terminated by the Village Manager, or his designee, upon the terms and conditions also set forth below: The Village Manager shall make the final decision on behalf of the Village as to the Contractor's compliance with the terms of the Agreement, quality of services, and termination. The Village and/or Village Manager shall have no liability to the Contractor for future profits or losses in the event of termination. The rights and remedies of the Village Manager provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

a. **Automatic Terminations:**

i. Institution of proceedings in voluntary bankruptcy or reorganization by the Contractor.

ii. Institution of proceedings in voluntary bankruptcy against the Contractor if such proceedings continue for a period of ninety (90) days.

iii. Assignment by Contractor for the benefit of creditors.

- iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the Village.
- v. The discovery of any misstatement in the Contractor proposal leading to award of this Agreement, which in the determination of the Village significantly affects the Contractor's qualifications to perform under the Agreement.
- vi. Unapproved change of ownership interest in Contractor and/or failure to submit the ownership list within 24 hours upon the request of the Village.
- vii. Failure to cease any activity which may cause limitation of Village's use of the Park.
- viii. Abandonment of assignment.
- ix. Assigning Contractor employees with felony records or violators of Shannon Melendi Act.

b. **Termination after seven (7)** calendar days written notice by the Village either by posting on or at the agreement premises and by certified or registered mail to any known address of Contractor for doing any of the following:

- i. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

Consistent with subsection (h) below, for termination under this subsection, the Contractor must remove all items and quit the premises within seven (7) calendar days.

c. **Termination after fourteen (14) days** from receipt of Agreement of written notice having either been posted on or at the Agreement or by certified or registered mail to the address of the Contractor:

- i. Non-performance of any covenant of this Agreement and failure of the Contractor to remedy such breach within fourteen (14) calendar day period from receipt of the written notice.
- ii. A final determination in court of law in favor of the Village in litigation institute by the Contractor against the Village or brought by the Village against the Contractor.

d. Should the Agreement be terminated for "no fault," or for the convenience of the Village the Village shall solely be responsible to pay the Contractor for a prorated monetary amount relating to actual services provided.

e. **Termination of Agreement:** Contractor shall have the right upon thirty (30) calendar days from receipt of written notice to the Village by certified or registered mail to the address set forth in this Agreement to terminate this Agreement at any time after the occurrence of one or more of the following events:

i. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Agreement for the purposes set forth herein, and the remaining in force of said injunction for a period of more than thirty (30) calendar days.

ii. A breach by the Village of any of the terms, covenants or conditions contained in this Agreement and the failure to the Village to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Contractor, of the existence of such breach.

iii. Failure to pay Contractor as provided herein.

6. **Designated Representative.** The Contractor shall appoint, in writing, at the time of the execution of this Agreement, a representative that shall be the sole and exclusive contact with the Village Manager, or his designee.

7. **Insurance.**

a. The Contractor shall furnish to the Village certificates of insurance evidencing the insurance coverage specified by this Section at the request of the Village Manager and required under the RFP. The required certificates of insurance shall name the type of policy provided and shall list the Village as an additional insured, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

b. The Contractor shall name the Village, and its respective officers, agents, servants and employees, as an additional insured on the Comprehensive General Liability Policy. This insurance policy shall state, after the above-referenced additional named insured that "this coverage is primary to all of the coverage the additional insured may have." Proof of insurance shall be provided at the time of the signing of this Agreement and incorporated herein as exists there forth in full. The listing of other agencies/property owners shall also be included as additional insured, as identified and required under the RFP.

c. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this Agreement. All policies must be endorsed to provide Village with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

d. Any insurance required of Contractor pursuant to this Agreement must also be required by any sub-contractor of Contractor/Proposer in the same limits and with all requirements as provided herein, including naming the Village as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to Village. The Contractor and any sub-contractor of Contractor shall maintain such policies during the term of this Agreement.

e. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.

f. Contractor shall name the Village (and others) as an additional insured on each of the policies required herein. Contractor shall provide Worker's Compensation Insurance.

g. Throughout the term of this Agreement, the Contractor agrees to maintain in force at their own expense insurance as follows:

Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

A.	Bodily Injury/Property Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
B.	Personal Injury	
1.	Annual Aggregate	\$1,000,000

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation	Statutory but to be provided.
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-employee

If Contractor/Proposer claims to be exempt from this requirement, Contractor shall provide Village proof of such exemption along with a written request for Village to exempt Contractor, written on Contractor letterhead.

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A. Bodily Injury and Property Damage combined single limit

- | | | |
|----|------------------|-------------|
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

8. **Damage/Restoration/Conditions.**

a. Village does not expressly or impliedly warrant the condition of any facility. The Contractor waives the right to a claim for any damages Contractor its agents, or employees, volunteers, guests or invitees from any use of Village or assigned property.

b. Village shall not be liable for any loss, damage or injury of any kind or character, including vandalism and theft, to any person or property (i) caused by any defect in the Contractor's services; (ii) caused by or arising from any act or omission of Contractor, or of any of its agents, employees, volunteers, guests or invitees; (iii) arising from any accident which may occur while Contractor is in control of security services; or (iv) arising from any other cause. Contractor shall indemnify Village for all wrong acts committed by Contractor in providing services under this agreement.

c. The Contractor shall deliver the assigned property to the Village in the same condition as it is received.

9. **Liability.** The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the providing of security guard services on selected properties.. Nothing in this Agreement will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes (no liability for punitive damages or interest for the period before judgment; nor any claim or judgment which exceeds the sum of \$200,000 for one person, or \$300,000 total for all claims arising from the same incidence or occurrence). The provisions of this Section will survive the termination or expiration of this Agreement.

10. **Indemnification.** The Contractor does hereby agree to defend, indemnify and hold the Village, its Council, Village Manager, agents, employees, attorneys, successors and assigns harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

11. **Assignment.** The Contractor/Proposer shall not assign, transfer, or otherwise dispose of this Agreement, or any portion thereof, or be subcontracted under this agreement unless Contractor obtains prior written consent from the Village. Approved Subcontractor shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractor' acts, errors or omissions. The Contractor shall not assign, transfer or pledge any

interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Contractor to the Village.

12. **Non-Discrimination.** In the providing of security guard services, Contractor, its employees, agents, volunteers, and any parties under the direction or control of Contractor may not discriminate against any person on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap or sexual orientation by refusing to furnish to such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. In the performance of this Agreement, Contractor, its employees, agents, volunteers, and any parties under the control or direction of Contractor may not discriminate against any employee or applicant for employment on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap, or sexual orientation.

13. **Records/Village's Right to Inspect.**

a. Village has the right at all reasonable times to conduct whatever inspections of the facilities the Village deems reasonably necessary to determine if Contractor is complying with the terms and conditions of this Agreement. Except for emergency situations, Village inspections will not hinder or interfere with the normal operation of the Contractor's services.

b. All records, books, documents, papers and financial information (the "Records") that result from Contractor's services to the Village under this Agreement shall be available to the Village upon request. The Village shall have the right to retain copies of the documents at the Village's discretion and expense. All records shall be retained for three (3) after completion or termination of this Contract, or if litigation has ensued, through the termination of any said litigation, including any appeals.

14. **Third Parties.** Neither the Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

15. **Notices.** All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

To Contractor:

Kevin Vanmiddlesworth
President/CEO
Platinum Group Security, Inc.
212 N. Federal Highway
Deerfield Beach, Florida 33441

To Village:

Ron E. Williams, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

With a copy to: Village Attorneys
Attention: Eve A. Boutsis, Esquire
18001 Old Cutler Road, Suite 533
Phone: (305) 235-9344
Facsimile: (305) 235-9372

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

16. **Supervision.** All Contractor activities relating to security guard services must be supervised by Contractor at all times.

17. **Entire Agreement/Modification/Amendment.**

a. This Agreement sets forth the entire agreement between Village and Contractor 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.

b. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

18. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

19. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. The parties agree that venue for and legal action instituted in connection with this Agreement shall be in Miami-Dade County Florida.

20. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this

Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21 **Independent Contractor/Proposer**. Nothing herein contained shall be deemed in any way to constitute Village or Contractor a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other. For all intents and purposes hereunder, Contractor shall be considered an independent Contractor and not an employee or agent of the Village. The Contractor is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the Contractor.

22. **Attorney's Fees**. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees, the fees and expenses of any paralegals, law clerks and legal assistants and costs for services rendered in connection with any enforcement of this Agreement, including appellate proceedings and post judgment proceedings. Neither party shall be responsible for pre-judgment interest.

23. **Miscellaneous**.

a. It is further expressly understood and agreed that no real or personal property is leased to Contractor and that Contractor shall comply with each and all of the undertakings, provision, agreements, covenants, stipulations and conditions contained herein.

b. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

c. All terms, conditions, covenants and obligations of Village and Contractor hereunder shall survive the termination or expiration of this Agreement as necessary and appropriate for such parties to fulfill their obligations that accrued during the Term of this Agreement.

d. Contractor and its agents, employees or volunteers shall not be permitted to consume or otherwise possess any alcoholic beverages, tobacco products or other such products as determined by the Village, during scheduled security guard services.

e. In the event a court must interpret any word or provision of this contract, the word or provision shall not be construed against either party by reason of drafting or negotiating this contract.

24. **Force Majeure:**

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable

control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

25. **Waiver Of Jury Trial:**

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

26. **Contingency Fee and Code of Ethics.** Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

27. **Warranty Of Authority.** The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

28. **Taxes.** During the period of this agreement, Contractor shall pay any and all taxes of whatever nature lawfully levied upon or assessed that arise out of the operations of the Contractor in connection with this agreement.

29. **RFP.** Contractor agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Contractor/Proposer during the RFP process.

30. **Compliance with Law.** Contractor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

31. **Shannon Melendi Act.** The Contractor shall comply with the "Shannon Melendi Act of Miami-Dade County", and as adopted by the Village, which act is incorporated by reference for the purpose of conducting background investigations for all coaches, managers, officials, umpires, members, employees, and/or volunteers or participants ("Volunteers") associated with the operation of programs and/or activities for the Contractor. Required background investigations shall be completed by Contractor in accordance with the Melendi Act.

32. **Non-Waiver.** Any waiver or any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring a forfeiture for any succeeding breach, either of the same condition or covenants or otherwise.

33. **Public Entities Crime Statement.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 in excess of the threshold amount provided in section 287.017, Florida Statutes for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor's contract shall immediately terminate.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK].

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ____ day of _____, 2012.

Village:

ATTEST:

Village Palmetto Bay, a Florida municipal corporation

By: _____
Meighan J. Alexander, Village Clerk

By: _____
Ron E. Williams, Village Manager

Approved as to form and legality for the use and benefit of the Village of Palmetto Bay only

Contractor/Proposer:

Village Attorney

By: _____
Kevin Vanmiddlesworth, President/CEO

[END OF DOCUMENT]

**Appendix A: Village Ordinance 08-10
Shannon Melendi Act**

Attachment B

RFP 2012 PR-003 Submittal from Platinum Security Group, Inc.

Attachment C

Village of Palmetto Bay Resolution No. _____