

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by the Pompano Beach Community Redevelopment Agency ("CRA") and Professional Security Concepts, Inc., a foreign corporation authorized to do business in Florida ("Contractor").

WHEREAS, CRA requires services which Contractor is capable of providing under the terms and conditions described herein; and

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

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** This Agreement consists of the Scope of Work (Exhibit "A"), the Insurance Requirements (Exhibit "B"), RFP E-55-18 and the Contractor's Response (Exhibit "C") all of which are attached and made a part of this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and of equal dignity as this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties in accordance with Paragraph 24, Waiver and Modification. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit "A", and (iii) Exhibit "C".

2. **Purpose.** CRA contracts with Contractor to provide unarmed roving security guard services upon the terms and conditions set forth herein.

3. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit "A" (the Work) attached hereto and by reference incorporated herein and made a part hereof.

4. **Term of Contract.** This Contract shall be for an initial term of three (3) years, unless terminated earlier per Section 11 below, and shall commence upon date of contract execution by both parties.

5. **Renewal.** In the event CRA determines Contractor to be in full compliance with this Agreement and Contractor's performance to be satisfactory, then CRA shall have the option to renew this Agreement for two additional periods of one (1) year based on the same prices, terms and conditions upon the written consent of both the CRA and the Contractor. Written notice of

intent to renew will be given to the Contractor by the CRA ninety (90) days before the before expiration date of contract. Renewal is subject to appropriation of funds by the CRA.

6. Maximum Obligation. CRA agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by CRA in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. CRA agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Payment for the work in year one shall not exceed three hundred thousand dollars (\$300,000.00); however, in year two the hourly rates may be adjusted by the percentage in the Employment Cost Index ("ECI") for private industry workers, service occupations, wages and salaries (not seasonably adjusted) for the South Atlantic region as published by the U.S. Department 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 on year two of the contract and includes renewal periods.

B. Payment. All payments by CRA shall be made after the Work has been verified and completed. Unless disputed by CRA as provided herein, upon CRA's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, CRA shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

CRA may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to CRA, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of CRA's notice of the disputed amount

In the event CRA has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, CRA may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to CRA, payment shall be made.

C. Invoices. Contractor shall submit invoices to CRA on a monthly basis which contain an itemized statement of personnel, services performed and hours worked.

8. Disputes. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Executive Director for the CRA, and such decision shall be final.

9. Contract Administrators. Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the CRA's Contract Administrator shall be Nguyen Tran and the Contractor's Contract Administrator shall be Willie Perez (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Willie Perez, Regional Manager
700 South Rosemary Avenue, Suite 200
West Palm Beach, FL 33401
Office: (561) 209-6516
Email: wperez@pscsite.com

If to CRA: Nguyen Tran, Contract Administrator
100 W. Atlantic Boulevard, Suite 276
Pompano Beach, FL 33060
Office: (954) 545-7769
Email: nguyen.tran@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the CRA without restriction, reservation or limitation of their use and made available at any time and at no cost to CRA upon reasonable written request for its use and/or distribution as CRA deems appropriate provided CRA has compensated Contractor for said Work product. CRA's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the CRA's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The

rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, CRA shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. CRA or Contractor shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence, upon thirty (30) days advance written notice to other party.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within thirty (30) business days after CRA's written Notice of Termination, CRA, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, CRA shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to CRA within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon CRA's written approval, this Agreement may be extended until said Work is completed and accepted by CRA.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder 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 hereunder 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 (5) 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 provision, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the CRA or the City of Pompano Beach (City) by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the CRA, the City and their officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the CRA or the City caused by directly or indirectly from any negligent act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by CRA, any sums due Contractor hereunder may be retained by CRA until all of CRA or City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by CRA.

B. Contractor acknowledges and agrees that CRA would not enter into this Agreement without this indemnification of the CRA and the City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the CRA and the City and their agencies, as set forth in Article 768.28, Florida Statutes.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without CRA's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining CRA's written approval shall not be binding on CRA and, at CRA's sole discretion, may result in CRA's immediate termination of this Agreement whereby CRA shall be released of any of its obligations hereunder. In addition, this Agreement 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. In the event of Contractor's insolvency or bankruptcy, CRA may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the CRA's Contract Administrator. If the CRA's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work

in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the CRA to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that CRA or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of CRA. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by CRA, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CRA.

21. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CRA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The CRA of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

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

2. Upon request from the CRA's custodian of public records, provide the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CRA.

4. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

B. Failure of the Contractor to provide the above described public records to the CRA within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The CRA shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by CRA in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that CRA shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by CRA with respect to any specific default by Contractor be considered a waiver of CRA's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, CRA shall have the right to terminate this Agreement without liability and, at CRA's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and CRA agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or CRA's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List*

maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide CRA written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CRA approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

Print Name: _____

Print Name: _____

By: _____

Rex Hardin, Chairman

By: _____

Gregory P. Harrison, Executive Director

ATTEST:

By: _____

Marsha Carmichael, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by REX HARDIN as Chairman of the Pompano Beach Community Redevelopment Agency, GREGORY P. HARRISON, Executive Director of the Pompano Beach Community Redevelopment Agency, MARSHA CARMICHAEL, Secretary of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

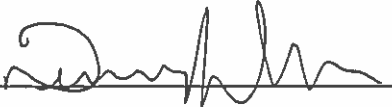
(Name of Acknowledger Typed, Printed or
Stamped)

Commission Number

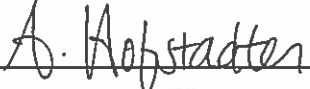
"CONTRACTOR"

Professional Security Consultants, Inc.


Witnesses:



Dennis Nelson
(Print or Type Name)



Anastasia Hofstadter
(Print or Type Name)

By: 
Moshe Alon, President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Moshe Alon as President of Professional Security Consultants, Inc., a Foreign corporation authorized to do business in Florida on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

SEE ATTACHMENT

Service contract 2/27/2018 ACP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

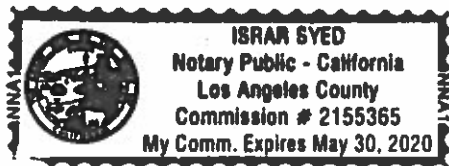
On MAY 23, 2019 before me, ISRAR SYED, Notary Public

personally appeared MOSHE ALON - CA DL C1594437

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Pompano Beach Community DV Agency Document Date: 5/23/2019

Number of Pages: 11 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☒ Corporate Officer — Title(s): President

... Partner — ☐ Limited ☐ General

Individual ☐ Attorney in Fact

Trustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: of Professional

Security Consultants

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____