

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: March 5, 2019

Presenter's Name and Title: Alicia Ayum, Procurement Director

Prepared By: Natalie Richmond, Sr. Procurement Analyst

Temp. Reso. Number: 6900

Item Description: Temp. Reso. #R 6900, APPROVING THE FIRST ONE-YEAR RENEWAL AGREEMENT WITH REGIONS SECURITY SERVICES, INC., TO PROVIDE SECURITY GUARD SERVICES AT THE MIRAMAR CULTURAL CENTER ARTSPARK, WASTEWATER RECLAMATION FACILITY AND THE MULTI-SERVICE COMPLEX COMMENCING APRIL 22, 2019 THROUGH APRIL 21, 2020, IN AN AMOUNT OF \$181,200 FOR MONTHLY SCHEDULED SERVICES AND \$19,635 FOR ADDITIONAL HOURS, AS NEEDED; AUTHORIZING THE CITY MANAGER TO APPROVE THE APPROPRIATE AGREEMENT. (Alicia Ayum, Procurement Director)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$32,000 is budgeted in the Cultural Arts Security Services GL Account # 001-68-100-573-000-603455 for the remainder of FY19 and \$63,000 will be budgeted in the same GL Account # for FY20, \$21,000 is budgeted in the Utilities Security Services GL Account # 410-55-100-536-000-603455 for the remainder of FY19 and \$29,000 will be budgeted in the same account for FY20, \$15,100 is budgeted in Social Services Security Services GL Account # 001-63-100-569-000-603455 for the remainder of FY19 and \$21,100 will be budgeted in the same account for FY20.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6900**
 - **Exhibit A: Proposed First Renewal Agreement with Regions Security**
 - **Attachment 1: Security Guard Services Agreement between City and Regions Security**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager *V. Hargray*

BY: Alicia Ayum, Procurement Director

DATE: February 27, 2019

RE: Temp. Reso. No. 6900, First One-Year Renewal Agreement for Security Guard Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6900, approving the first one-year renewal agreement with Regions Security Services, Inc. ("Regions Security") to provide security guard services at the Miramar Cultural Center Artspark, Wastewater Reclamation Facility, and the Multi-Service Complex for a term commencing April 22, 2019 through April 21, 2020, in an amount of \$181,200 for monthly scheduled services and \$19,635 for additional hours, as needed.

ISSUE: Pursuant to City Code, approval of the City Commission is required for the renewal of an agreement when the original agreement was awarded by approval of the City Commission.

BACKGROUND: The City currently utilizes the services of security guards to provide access control, employee and visitor safety, protection of assets, and crowd control at the Miramar Cultural Center Artspark, the Wastewater Reclamation Facility, and the Multi-Service Complex. The agreement also provides for these services in other facilities on an as needed basis.

In December 2015, the City issued Request for Proposals No. 16-12-10 (the "RFP") to solicit a qualified firm to provide these services. The City received a total of ten proposals and Regions Security was the highest rated responsive responsible proposer in the competitive process.

On April 6, 2016, the City Commission adopted Resolution No. 16-89 and approved the award of the RFP to Regions Security and authorized the City Manager to execute an agreement with the Provider for a term of three years with the option to renew for two additional one-year terms. The initial three-year term is set to expire April 21, 2019.

To date, the vendor has provided satisfactory services and staff recommends renewing the agreement with the Provider for the additional one-year term commencing April 22, 2019 through April 21, 2020.

The hourly rate for services will increase for the term of the first renewal agreement by 3% from \$12.71 to \$13.09. The total amount for the year for monthly scheduled services will be \$181,200, which includes \$95,000 for the Miramar Cultural Center Artspark, \$50,000 for the Wastewater Reclamation Facility, and \$36,200 for the Multi-Service Complex. An additional amount of \$19,635 for the contract value is being added for use by other facilities on an as needed basis.

Temp. Reso. No. 6900
1/16/19
2/20/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST ONE-YEAR RENEWAL AGREEMENT WITH REGIONS SECURITY SERVICES, INC., TO PROVIDE SECURITY GUARD SERVICES AT THE MIRAMAR CULTURAL CENTER ARTSPARK, WASTEWATER RECLAMATION FACILITY AND THE MULTI-SERVICE COMPLEX COMMENCING APRIL 22, 2019 THROUGH APRIL 21, 2020, IN AN AMOUNT OF \$181,200 FOR MONTHLY SCHEDULED SERVICES AND \$19,635 FOR ADDITIONAL HOURS, AS NEEDED; AUTHORIZING THE CITY MANAGER TO APPROVE THE APPROPRIATE AGREEMENT; AUTHORIZING THE CITY MANAGER TO APPROVE THE APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently utilizes the services of security guards to provide access control, employee and visitor safety, protection of assets, and crowd control at the Miramar Cultural Center Artspark, the Wastewater Reclamation Facility, the Multi-Service Complex, and other facilities on an as needed basis; and

WHEREAS, in December 2015, the City issued Request for Proposals No. 16-12-10 ("the RFP") to solicit a qualified firm to provide these services; and

WHEREAS, the City received a total of ten proposals and Regions Security Services, Inc. ("Regions Security") was the highest rated responsive, responsible proposer in the competitive process; and

Reso. No. _____

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WHEREAS, on April 6, 2016, the City Commission adopted Resolution No. 16-89 and approved the award of the RFP to Regions Security; and

WHEREAS, the City Commission authorized the City Manager to execute an agreement with Regions Security for an initial term of three years with the option to renew for two additional one-year terms; and

WHEREAS, the initial three-year term is set to expire April 21, 2019; and

WHEREAS, to date the vendor has provided satisfactory services and staff recommended renewal of the agreement with Regions Security for an additional one-year term; and

WHEREAS, pursuant to City Code, approval of the City Commission is required for the renewal of an agreement when the original agreement was awarded by approval of the City Commission; and

WHEREAS, the hourly rate will increase by 3% from \$12.71 to \$13.09 for the term of the first renewal agreement; and

WHEREAS, the City Manager recommends approval of the first one-year renewal agreement with Regions Security to provide security guard services commencing April 22, 2019 through April 21, 2020 in an amount \$181,200 for monthly scheduled services and an additional \$19,635 for other facilities on an as needed basis; and

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WHEREAS, the City Commission deems it in the best interest of the residents and citizens of the City of Miramar to approve the first one-year renewal agreement with Regions Security to provide security guard services commencing April 22, 2019 through April 21, 2020 in an amount \$181,200 for monthly scheduled services at the Miramar Cultural Center Artspark, the Wastewater Reclamation Facility and the Multi-Service Complex and an additional \$19,635 for other facilities on as needed basis; and authorizes the City Manager to execute the appropriate agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Section 2: That it approves the first one-year renewal agreement with Regions Security to provide security guard services commencing April 22, 2019 through April 21, 2020 in an amount of \$181,200 for monthly scheduled services at the Miramar Cultural Center Art spark, the Wastewater Reclamation Facility and the Multi-Service Complex and an additional \$19,635 for other facilities on as needed basis.

Section 3: That it authorizes the City Manager to execute the first renewal agreement in the form attached hereto as Exhibit “A,” together with any non-substantive

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changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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Section 4: That this resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P. L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

**FIRST RENEWAL AGREEMENT
FOR
SECURITY GUARD SERVICES**

This Agreement (the "Renewal Agreement") is entered into this ____ day of _____, 2019, between the City of Miramar (hereinafter "City") and Regions Security Services, Inc. (hereinafter "Provider").

RECITALS:

WHEREAS, the City entered into agreement for Security Guard Services (the "Original Agreement") with the Provider for an initial term of three years with the option to renew for two additional one-year terms; and

WHEREAS, the commencement date of the initial three-year term of the Agreement was effective on April 21, 2016 and will expire on April 21, 2019; and

WHEREAS, the City wishes to exercise the option to renew the Security Guard Services Agreement with the Provider for the first one-year renewal period from April 22, 2019 through April 21, 2020; and

WHEREAS, the City and the Provider agree to a 3% increase of the hourly rate for services from \$12.71 to \$13.09.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained in this Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.

2. The Original Agreement shall be renewed for the first one-year renewal period commencing on April 22, 2019 and expiring on April 21, 2020.

3. The hourly rate for this renewal term shall be \$13.09.

4. Section 16 of the agreement is hereby amended to read:

A: Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY'S records custodian, provide CITY 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 this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, daqibbs@miramarfl.gov OR BY

MAIL: City Of Miramar – City Clerk’s Office, 2300 Civic Center Place, Miramar, FL 33025.

- B: Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

5. The following language shall be added and made part of the agreement:

Scrutinized Companies

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

6. All covenants, terms, and conditions contained in the Original Agreement, with the sole exception of the term of the Original Agreement, the new hourly rate of \$13.09, Section 16 of the agreement relating to Public Records and the new language referencing Scrutinized Companies, shall remain in full force and effect through the first renewal term.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

THE CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Vernon E. Hargray, City Manager

Dated: _____

Approved as to legal form and sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

PROVIDER

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____
Date: _____

(CORPORATE SEAL)

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
REGIONS SECURITY SERVICES, INC.
FOR SECURITY GUARD SERVICES

This Agreement is entered into this 6 day of April, 2016, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and Regions Security Services, Inc., a Florida corporation or individual with principal business address located at 7925 N.W. 12th Street, Suite 306, Doral, Florida 33126 (hereinafter referred to as "Contractor").

WHEREAS, on December 23, 2016, ⁵ the City issued Request for Proposals No. 16-12-10 ("RFP") for "Security Guard Services" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on April 6, 2016, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2 SCOPE OF SERVICES

2.1 This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

SECTION 3 COMPENSATION

3.1 City agrees to pay Contractor at a rate of \$12.71 per hour the following fees for services described herein:

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4 **TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence on April 21, 2016, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90 day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Section 8 below, or nonrenewal of this Agreement.

SECTION 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall

thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 Return of City equipment. Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 Survival. The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6 **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION**

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 9 **INSURANCE**

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **Minimum Limits of Insurance** - Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

9.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify

the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 10 **MISCELLANEOUS**

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 11 **AUDIT AND INSPECTION RIGHTS**

11.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 12 **AGREEMENT, AMENDMENTS AND ASSIGNMENT**

12.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 13
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

CARLOS RIVERO, JR.
REGIONS SECURITY SERVICES, INC.
7925 NW 12 ST STE 306
DORAL, FL 33126
TELEPHONE: 305-517-1266
FACSIMILE: 305-517-1267

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 15
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race,

age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 16 **PUBLIC RECORDS**

Contractor and Subcontractors understand that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes and U.S. Treasury Department guidelines, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City. The Subcontractors will be provided a copy of this Agreement to facilitate compliance with state and federal guidelines.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor or Subcontractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure, EXCEPT for records that are necessary meet the U.S. Treasury Department record retention guidelines for tax exempt borrowing and the Post Issuance Compliance Policy of the City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 17 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the

terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 18 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 19 **SURVIVAL**

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 20 **ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 21 **JOINT PREPARATION**

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

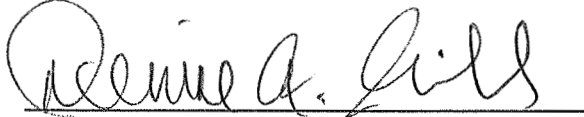
SECTION 22
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

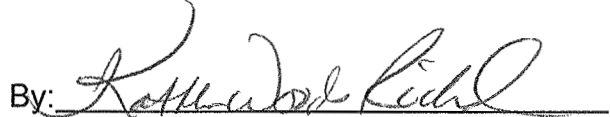
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its ~~President & CEO~~ attested to and duly authorized to execute same.

CITY

ATTEST:

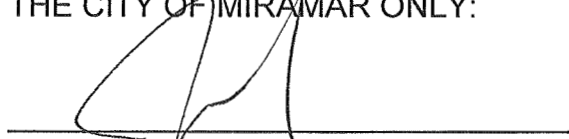

Denise A. Gibbs, City Clerk

CITY OF MIRAMAR

By: 
Kathleen Woods-Richardson,
City Manager


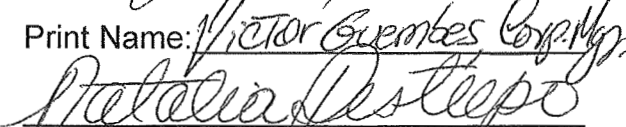
This day of ^{10th} May, 2016.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

ran

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

WITNESSES:


Print Name: VICTOR GUEMES Corp. Mgr.

Print Name: NATALIA PESTREPO

REGIONS SECURITY SERVICES, INC.

By: CARLOS RIVERA JR.
PRESIDENT & CEO

Date: 4/7/2016

By: 