SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**"), dated as of ______ (the "**Effective Date**"), is by and between Vetted Security Solutions LLC, a Florida limited liability company, with offices located at 4185 35th St N, St. Petersburg, FL 33714 ("**Service Provider**") and City of Pembroke Pines, with offices located at 601 City Center Way, Pembroke Pines, FL 33025 ("**Customer**" and together with Service Provider, the "**Parties**", and each a "**Party**").

WHEREAS, Service Provider has the capability and capacity to provide certain management, maintenance, and repair services in connection with public safety equipment devices, and systems designed for public protection; and

WHEREAS Customer desires to retain Service Provider to provide the said services, pursuant to Customer Code of Ordinances 35.18(c)(3), and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

- 1. <u>Services</u>. Service Provider shall provide to Customer the services (the "**Services**") set out in one or more statements of work to be issued by Customer and accepted by Service Provider (each, a "**Statement of Work**") and the remote support services as set forth in the Service Level Agreement attached hereto as <u>Exhibit C</u>, as may be amended from time to time. The initial accepted Statement of Work is attached hereto as <u>Exhibit A</u>.
 - 2. Service Provider Obligations. Service Provider shall:
 - 2.1 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statues.
 - During the term of this Agreement, Service Provider shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000. Upon Customer's request, Service Provider shall provide Customer with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement and naming the Customer as an additional insured.
 - (a) Service Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Customer or its officers, employees, agents and instrumentalities as herein required.
 - (b) Service Provider shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the Customer nor shall the Service Provider allow any subcontractor to commence work on



- any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- (c) Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Customer's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- (d) Certificates of Insurance shall provide for thirty (30) days' prior written notice to the Customer in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the Service Provider or their Insurance Broker must agree to provide notice.
- (e) Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the Customer. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Service Provider shall furnish, at least forty-five (45) 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 Agreement and extension thereunder is in effect. The Service Provider shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Service Provider shall be liable to Customer for any lapses in service resulting from a gap in insurance coverage.
- (f) REQUIRED INSURANCE. Service Provider shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:
 - (i) Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to, coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - (A) Each Occurrence Limit \$1,000,000
 - (B) Personal & Advertising Injury Limit \$1,000,000
 - (C) General Aggregate Limit \$2,000,000
 - (D) Products & Completed Operations Aggregate Limit \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Customer's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

(ii) Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the Service Provider engaged in the performance of the scope of work associated with this ______

Agreement. In the case any work is sublet, the Service Provider shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Service Provider. Coverage for the Service Provider and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

(A) Workers' Compensation: Coverage A - Statutory

(B) Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease – Policy

\$500,000 Disease – Each

Employee

If Service Provider claims to be exempt from this requirement, Service Provider shall provide Customer proof of such exemption for Customer to exempt Service Provider.

- (iii) Comprehensive Auto Liability Insurance covering all owned, nonowned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
- (A) Any Auto (Symbol I): Combined Single Limit (Each Accident) \$1,000,000
- (B) Hired Autos (Symbol 8): Combined Single Limit (Each Accident) \$1,000,000
- (C) Non-Owned Autos (Symbol 9): Combined Single Limit (Each Accident) \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

- (g) REQUIRED ENDORSEMENTS:
 - (i) The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
 - (ii) Waiver of all Rights of Subrogation against the Customer.
 - (iii) Thirty (30) Day Notice of Cancellation or Non-Renewal to the Customer.
 - (iv) Service Provider's policies shall be Primary & Non-Contributory.
 - (v) All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Customer.
- (h) Any and all insurance required of the Service Provider pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the Customer as an additional insured, in any work that is ______

Customer Initials

Service Provider Initials

- subcontracted unless such subcontractor is covered by the protection afforded by the Service Provider and provided proof of such coverage is provided to Customer. The Service Provider and any subcontractors shall maintain such policies during the term of this Agreement.
- (i) The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the Service Provider has assumed in the indemnification/hold harmless section(s) of this Agreement.

3. <u>Customer Obligations</u>. Customer shall:

- 3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.
- 3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
- 3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
- 3.4 Take all steps necessary, including, without limitation, ensuring that Customer's premises and equipment have access to electrical power and obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.
- 3.5 Coordinate with Service Provider to provide Maintenance of Traffic Services ("MOT") in the form of a marked service vehicle, as requested by Service Provider or as required to enable Service Provider to safely provide requested Services.

4. <u>Fees and Expenses</u>.

4.1 In consideration of the provision of the Services by the Service Provider, the purchase of any Hardware (as defined below), and the rights granted to Customer under this Agreement, Customer shall select an option by checking the appropriate box below, and pay fees and costs in accordance with the selected option:

□ OPTION A: Project Fee (Only for Equipment Less Than 5 Years Old From Installation Date)

(a) a fee of \$43,107.00; plus

Customer Initials

Description

Service Provider Initials**

- (b) the cost of any new or used replacement parts, hardware, or equipment ("**Hardware**") installed by the Service Provider for the Customer at such price set out in the Service Provider's then current pricing schedule and as outlined in paragraphs 4.2 through 4.6; plus
- (c) in the event Service Provider is unable to perform Services at Customer's work site due to Customer's breach of an obligation set forth in Section 3 hereof, including, without limitation, by reason of Customer's failure to provide MOT at the work site, or ensure electric power line is operational, or if Service Provider is unable to access the work site location or equipment, including due to password protection or access not granted to Service Provider, an additional fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to provide Services on such service call, including travel time to and from such work site shall be charged to Customer.

✓ <u>OPTION B: Hourly Fee and/or For Equipment Older Than 5 Years Not Covered</u> Under Option A

- (a) a fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to provide Services hereunder, including travel time to and from the work site, time spent providing Services, including manufacturer or Service Provider warranty servicing; provided, a minimum of four (4) hours shall be charged per Service Provider employee and/or agent for each service call or visit to a Customer work site; plus
- (b) a fee of \$85 per hour for each hour devoted by an employee or agent of the Service Provider to provide remote support services to the Customer under the SLA; <u>plus</u>
- (c) the cost of any new or used replacement parts, hardware, or equipment ("Hardware") installed by the Service Provider for the Customer at such price set out in the Service Provider's then current pricing schedule, attached as Exhibit B, as may be amended from time to time, and as may be adjusted by the Market Pricing Adjustment (defined below).

Payment to Service Provider of such fees and the cost or reimbursement for the cost of Hardware pursuant to this Section 4 shall constitute payment in full for the performance of the Services, Hardware, and services under the SLA. Unless otherwise provided in the applicable Statement of Work, said fee and costs will be payable within 30 days of receipt by the Customer of an invoice from Service Provider but in no event more than 60 days after completion of the Services performed pursuant to the applicable Statement of Work.

- 4.2 Except with respect to any pre-approved purchases pursuant to Section 4.3 or as otherwise set forth in the Statement of Work, the installation of Hardware having a price per item more than \$500.00 shall be billed against Blanket PO referenced below in 4.3. Equipment with a per item price of less than \$500 is pre-approved under this service agreement.
- 4.3 Customer shall issue to Service Provider a blanket PO in the aggregate amount of **THIRTY THOUSAND DOLLARS AND ZERO CENTS** (\$30,000.00) (amount to be defined by customer) (the "Blanket PO") to be applied to the cost of any Hardware exceeding \$500 installed during the term of this Agreement.

Customer Initials

OB
Service Provider Initials

Equipment under \$500 is not deducted from Blanket PO total and will be invoiced post equipment repair. Equipment exceeding a per item cost in excess of \$500 is outlined in Exhibit B and subject to increases referenced below (4.4).

- 4.4 Customer hereby pre-approves the purchase and cost of all hardware installed under such Blanket PO. Any remaining amount on the Blanket PO as of the end of the term of this Agreement shall be canceled / credited back to agency. Should the Blanket PO be fully utilized during the term of this agreement, the parties will agree to a new Blanket PO for such hardware cost, this newly executed Blanket PO will be added as an addendum to this Service Agreement.
- 4.5 The Parties acknowledge and agree that the manufactures' pricing for Hardware may fluctuate due to industry and market conditions after the date of this Agreement. Accordingly, the Service Provider reserves the right, in its discretion, to increase the Hardware prices set forth in the then applicable pricing schedule, attached as Exhibit B, as may be amended from time to time, by up to five percent (5%) per item without prior written notice to the Customer (the "Market Pricing Adjustment"). In addition, the Service Provider may, in its discretion, upon an increase in manufacturer Hardware prices, modify the Hardware pricing schedule and Exhibit B hereto upon five (5) days' prior written notice to the Customer.
- 4.6 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; and to the extent Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse Service Provider in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Customer shall provide a copy of its sales tax exemption certificate upon execution of this contract, if applicable.
- 4.7 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
- 5. <u>Limited Warranty and Limitation of Liability</u>.
 - 5.1 Service Provider warrants that it shall perform the Services:
 - (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
 - (b) Using personnel of commercially reasonable skill, experience, and

Customer Initials

Customer Initials

Service Provider Initials

qualifications.

- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
 - 5.2 Service Provider hereby warrants to Customer that new hardware installed by Service Provider during the term of this Agreement will be fit for its particular use for a period consistent with the new manufacturer's warranty (the "Hardware Limited Warranty"). Service Provider's SOLE OBLIGATION and Customer's SOLE REMEDY in the event of a defect covered by this Hardware Limited Warranty will be for Service Provider to replace the defective Hardware; provided, however, the service cost of installation for such replacement Hardware shall constitute Services and subject to [the hourly fee set forth in Section 4.1(a)] OR [a fee of \$125 per hour for each hour devoted by an employee or agent of the Service Provider to install the replacement Hardware].
 - 5.3 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:
- (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 9.2.
- (b) In the event the Agreement is terminated pursuant to Section 5.3(a) above, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Services or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Services up to and including the date of termination on a pro-rated basis.
- (c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Customer.
 - 5.4 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 OR SECTION 5.2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
- 6. <u>Intellectual Property</u>. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, knowhow, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall be owned by Service Provider. Service Provider

Customer Initials

Os
Service Provider Initials

hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

7. Audit Right and Retention of Records. Customer shall have the right to audit the books, records, and accounts of Service Provider and its subcontractors that are related to the Services. Service Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Services. All books, records, and accounts of Service Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Service Provider or its subcontractor, as applicable, shall make same available at no cost to Customer in written form.

Service Provider and its subcontractors shall preserve and make available, at reasonable times for examination and audit by Customer, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Customer to be applicable to Service Provider's and its subcontractors' records, Service Provider and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Service Provider or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Customer's disallowance and recovery of any payment upon such entry.

Service Provider shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

8. Public Entity Crime Act.

Service Provider represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Customer, may not submit a bid on a contract with Customer for the construction or repair of a public building or public work, may not submit bids on purchases of real property to Customer, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Customer, and may not transact any business with Customer in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Customer pursuant to this Agreement and may result in debarment from Customer's competitive procurement activities.

In addition to the foregoing, Service Provider further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a



"public entity crime" regardless of the amount of money involved or whether Service Provider has been placed on the convicted vendor list.

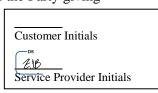
- 9. <u>Term, Termination, and Survival</u>.
 - 9.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one (1) year, unless sooner terminated pursuant to Section 9.2 or Section 9.3.
 - 9.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:
 - (a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure.
 - (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - (c) Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 business days after filing.
 - (d) Is dissolved or liquidated or takes any corporate action for such purpose.
 - (e) Makes a general assignment for the benefit of creditors.
 - (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - 9.3 Notwithstanding anything to the contrary in Section 9.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for 60 days after Customer's receipt of written notice of nonpayment; or (b) more than 2 time[s] in any 3 month period.
 - 9.4 The rights and obligations of the Parties set forth in this Section 8.4 and in Section 6, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.



- 9.5 Termination for Convenience. Notwithstanding Section 9.2, this Agreement may be terminated by Customer for convenience upon fourteen (14) calendar days of written notice of such termination to Service Provider, in which event Service Provider shall be paid Service Provider's compensation for services performed to termination date, including services reasonably related to termination.
- 9.6 Agreement Subject to Funding. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for the fiscal year of this Agreement, and is subject to termination based on lack of funding.

10. <u>Limitation of Liability</u>.

- IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN **ADVISED** OF **POSSIBILITY** OF **SUCH** THE DAMAGES. NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 10.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.
- 11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work or other Exhibit hereto, the terms and conditions of the Statement of Work or other Exhibit shall supersede and control.
- 12. <u>Notices</u>. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving



the Notice has complied with the requirements of this Section 12.

For the present, Service Provider and Customer designate the following as the respective places for giving of notice:

Customer: Charles F. Dodge, City Manager

City of Pembroke Pines

601 City Center Way, 4th Floor Pembroke Pines, Florida 33025 Telephone No.(954) 450-1040

Copy to: Samuel S. Goren, City Attorney

Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923

Copy to: Aju Thomas, Sergeant

City of Pembroke Pines Police Department

9500 Pines Boulevard

Pembroke Pines, FL 33024-6258

Service Provider: Ryan Barnett, CEO

Vetted Security Solutions, LLC 4185 35" Street N.

St. Petersburg, FL 33714

E-mail: rbarnett@vettedsecuritysolutions.com

- 13. <u>Severability</u>. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 14. <u>Amendments</u>. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- 15. <u>Waiver</u>. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Customer Initials

D
Service Provider Initials**

- 16. <u>Assignment</u>. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.
- 17. <u>Successors and Assigns</u>. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 19. <u>No Third-Party Beneficiaries</u>. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 20. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law principles thereof that would result in the application of the laws of any other jurisdiction. Any action, litigation, suit or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought solely in federal or state courts of competent jurisdiction in the courts of the State of Florida located in Broward County, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Florida, and each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, litigation, suit or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action, litigation, suit or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 21. <u>WAIVER OF JURY TRIAL</u>. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND,

 THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- 22. <u>Counterparts</u>. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- 23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, hurricane or tropical storm, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances.

The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 10 consecutive days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon 5 days' written notice.

24. Public Records

- 24.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The Service Provider shall comply with Florida's Public Records Law. Specifically, the Service Provider shall:
- (a) Keep and maintain public records required by the Customer to perform the service;
- (b) Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;



- (c) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Service Provider shall destroy all copies of such confidential and exempt records remaining in its possession after the Service Provider transfers the records in its possession to the Customer; and
- (d) Upon completion of the Agreement, Service Provider shall transfer to the Customer, at no cost to the Customer, all public records in Service Provider's possession. All records stored electronically by the Service Provider must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
 - 24.2 The failure of Service Provider to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Customer may terminate the Agreement in accordance with the terms herein.

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

CITY CLERK 601 CITY CENTER WAY, 4th FLOOR PEMBROKE PINES, FL 33025 (954) 450-1050 drogers@ppines.com

- 25. Nothing contained herein is intended nor shall be construed to waive Customer's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.
- 26. Non-Discrimination & Equal Opportunity Employment. During the performance of the Agreement, neither the Service Provider nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Service Provider will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Service Provider shall agree to post in conspicuous places,

Customer Initials

Service Provider Initials

available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Service Provider further agrees that Service Provider will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

- 27. <u>Attorneys' Fees</u>: In the event that either Party brings suit for enforcement of this Agreement, each Party sha11 bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 28. <u>Binding Authority.</u> Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 29. <u>Scrutinized Companies</u>. Service Provider, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 29.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 29.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - (a) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - (b) Is engaged in business operations in Syria.
- 30. <u>E-Verify</u>. Service Provider certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

30.1 <u>Definitions for this Section</u>.

(a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, **or other remuneration.**

Customer Initials

216
Service Provider Initials

- (b) "Contractor" includes, but is not limited to, a vendor or consultant.
- (c) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- (d) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
 - 30.2 <u>Registration Requirement: Termination.</u> Pursuant to Section 448.095, Florida Statutes, effective January I, 2021, Contractors, shall register with and use the Everify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- (a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- (c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (I) year after the date of termination.
- 31. <u>Human Trafficking</u>. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with Customer are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the Service Provider represents and warrants that it does not use coercion for labor or services as provided by state law.



32. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, Service Provider certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the Customer consistent with Section 287.137, Florida Statutes, as amended.

SIGNATURE PAGE AND

AFFIDAVIT OF COMPLIANCE WITH

HUMAN TRAFFICKING LAWS FOLLOW

Customer Initials

Service Provider Initials

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Customer:	City of Pembroke Pines, Florida	
	By:	
	Name: Angelo Castillo	
	Title: Mayor	
	By:	
	Name: Charles F. Dodge	
	Title: City Manager	
	Approved as to form:	
	Print Name: B. Hernandez	
	Office of the City Attorney	
Service Provider:	Vetted Security Solutions LLC	
	By: Lack Bryan Name: Zack Bryan	
	Title: <u>General Manag</u> er	

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity

listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with

the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06,

Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims

made in this affidavit and that the punishment for knowingly making a false statement includes fines

and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read

the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: January 6, 2025

ENTITY: VETTED SECURITY SOLUTIONS, LLC

SIGNED BY:

Last Bryan.

OBEC732A1E97435...

NAME: Zack Bryan

TITLE: General Manager

EXHIBITS

EXHIBIT A

STATEMENT OF WORK

Service Provider agrees to provide Repair Services ("Services") including but not limited to the repair or replacement of security cameras, license plate readers, and equipment as outlined below on an as-needed basis. Service Provider warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry.

I. Equipment Covered:

Fixed, Mobile, Trailer Systems	# of cameras
13 LPR TRAILERS	26
2 LPR MESSAGE BOARDS	4
PVS TRAILER 1	5
PVS TRAILER 2	5
PVS TRAILER 3	5
BOONE MOBILE UNIT	3
CDMS2-TRABUE	3
HIGUITA LPR	3
BERGER MOBILE UNIT	3
GALLAGHER MOBILE SYSTEM	3
JACOBS MOBILE UNIT	3
24 Systems	63 Cameras

EXHIBIT B

SAMPLE PRICE LIST OF REPAIR COMPONENTS FOR SPEED / MESSAGE TRAILERS

Vetted Security Solutions		
Electronics	Price	Part
Tycon	\$299.48	N/A
PEPWAVE	\$518.53	N/A
FIXED LPR PC	\$1,604.27	N/A
Power Supply	\$104.93	N/A
Cable Pull	\$150.00	N/A
5 Port PoE Gigabit	\$637.50	N/A
5 Port PoE Non-Gigabit	\$435.12	N/A
8 Port PoE Gigabit	\$266.67	N/A
8 Port PoE Non-Gigabit	\$186.67	N/A
65-Watt Antaira	\$291.67	N/A
	42,210,	
Fixed LPR Replacement	\$6495.00	N/A
WANCO		
ICC Touchscreen Controller for Creating Messages for Trailers without Traffic Data Classifier	\$765	216613-C1
Extreme Speed Red and Blue Flashing Strobes or White Flashing Strobes (Inside the Display)	\$270	203679
Wanco Premium Traffic Data Classifier		
System (Side Fire Radar-based, Nonintrusive) with Wanco Traffic Analyzer Software	\$5,350	N/A
ICC Message Sign Touch Screen Controller for		
Creating Custom Messages		
Includes: 170W Solar Array, Security Battery		
Box with Puck Locks with Two 12V 4D AGM		
Batteries and 45 Amp Battery Charger		
Digital 4G Cellular RV50X Modem with GPS		
(Specify Verizon®, AT&T®, Sprint® or other) (Cellular Data Plan Not Included)		
Wanco Traffic Data Classifier System (Side		
Fire Radar-based, Nonintrusive) with Wanco	\$3,070	N/A
Traffic Analyzer Software (Local USB		
Download Only)		
ICC Message Sign Touch Screen Controller for Creating Custom Messages		
Includes: 130W Solar Array, Wanco Standard		
Battery Box with Two 12V 4D AGM Batteries and 45 Amp Battery Charger		
Communications		
Digital 4G/5G Firstnet Modem with GPS	\$560	223881
<u> </u>		

(Specify AT&T®, Sprint® or Verizon, Service		
Not Included), 1 Year Warranty		
Trailer		
Anti-theft Axle-lock Bar	\$110	104098-52.000
30" x 36" Regulatory Speed Limit Sign with Changeable Speed Limit Numbers	\$160	208788
Lunette Ring for 2.5-inch Pintle Hitch (Replaces Standard 2" Ball Hitch)	\$115	101978-001
Lunette Ring for 3-inch Pintle Hitch (Replaces Standard 2" Ball Hitch)	\$245	104807-001
Combo-hitch for 2.5-inch Pintle Hitch and 2-inch Ball Hitch (Replaces Standard 2" Ball Hitch)	\$315	103412-001
7 Pin Trailer Wiring Adapter (RV style)	\$65	106371
7 Pin Trailer Wiring Harness (Cable with SAE Round Pin Connector) with 4 Tail Lights	\$320	N/A
Pro Series Round, Snap-Ring Swivel Jack - Weld On - Sidewind - 10" Lift - 2,000 lbs	\$199	N/A
Round Steel Full Wheel Fenders Bolted to the Trailer Frame	\$385	N/A
Solar		
85-watt Solar Panel (Replaces Standard 65W Solar Panel, 31% Increase)	\$195	205263
130-watt Solar Panel (Replaces Standard 65W Solar Panel, 100% Increase)	\$605	202493
170-watt Solar Panel (Replaces Standard 65W Solar Panel, 160% Increase)	\$1,000	215791-C1
200-watt Solar Panel (Replaces Standard 65W Solar Panel, 208% Increase)	\$1,300	202498
Batteries		
Wanco Standard Battery Box	\$470	218753-C1
(Four – 6VDC Flooded Batteries - 400 Ah total capacity) (15-amp Battery Charger)		
Wanco Standard Battery Box	\$370	N/A
(One – 12VDC AGM Batteries - 200 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Lock	\$670	N/A
(One – 12VDC AGM Batteries - 200 Ah total capacity) (15-amp Battery Charger)		
Wanco Security Battery Box with Puck Locks	\$1,470	218764-C1
(Two – 12VDC AGM Batteries - 400 Ah total capacity) (15-amp Battery Charger)	42,0	210,0:01
Wanco Security Battery Box with Puck Locks	\$2,570	215919-C1
(Three – 12VDC AGM Batteries - 600 Ah total capacity) (45-amp Battery Charger)	<i>\$2,010</i>	210,17 01
Custom Color		
CHOTOLII COLOI		

Custom Color Scheme – Electrostatic Powder	\$930	NI/A
Coat, Approved Color Chip Required	\$730	IV/A

EXHIBIT C

SERVICE LEVEL AGREEMENT

AGREEMENT OVERVIEW

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the services that you have requested us to provide. All other support services are documented in the Support Call Process.

DURING THE SERVICE / WARRANTY PERIOD

- **a.** Vetted Security Solutions provides phone support Monday through Friday 8-5 eastern time support line available at 727-440-3245, excluding legal holidays. A 24-hour support ticket system is available at https://vettedsecuritysolutions.com/support/ and allows users to create a ticket automatically which will send you an email you're your ticket number allowing you to track the status of your issue and view tech responses.
- **b.** Vetted Security Solutions will diagnose the issue and provide analysis of cause of issue within a 72-hour period of being notified of issue by either 24-hour support ticket system or agency personnel.
- **c.** Vetted Security Solutions will assure that repairs are completed within specifications with OEM parts or current market equivalent.
- **d.** This warranty does not cover vandalism or units that have been physically damaged in any way or that have been through a force majeure event.