



AGREEMENT

THIS IS AN AGREEMENT, dated the 15th day of March, 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

BAYUS SECURITY PROTECTION, INC., a company authorized to do business in the State of Florida, with a business address of **18425 NW 2nd Avenue, Suite # 404E, Miami, FL 33169**, hereinafter referred to as "CONTRACTOR".

WHEREAS, the City operates the various facilities, which require **Security Services**; and,

WHEREAS, on March 25, 2008, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide armed and unarmed security services on an as-needed basis at various City locations as more particularly described in RFP# PSPW-08-03 "Security Services"; and,

WHEREAS, on April 24, 2008, the CITY opened eight (8) bids at the offices of the City Clerk; and,

WHEREAS, on May 21, 2008, the CITY awarded RFP # PSPW-18-03 to the most responsive/responsible proposer, Bayus Security Services, Inc., in the approximate amount of \$475,000 per year for an initial two year period; and,

WHEREAS, Bayus Security Services, Inc.'s hourly rates were \$12.80 for Armed Guards, \$11.40 for Unarmed Guards, and \$0.44 for Golf Carts; and,

WHEREAS, on July 25, 2008, the CITY and the Bayus Security Services, Inc. entered into an Agreement for an initial two (2) year period commencing on August 11, 2008 and expiring on August 10, 2010; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional two (2) year terms by mutual written consent of the CITY and Bayus Security Services, Inc.; and,

WHEREAS, on March 14, 2011, the CITY and Bayus Security Services, Inc. executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for the first two (2) year renewal period, effective July 26, 2010 and terminating on July 27, 2012, and amended approximate amount to \$375,000 per year and reduced the hourly rates to \$12.30 for Armed Guards, \$11.15 for Unarmed Guards; and,



WHEREAS, on September 17, 2012, the CITY and Bayus Security Services, Inc. executed the Second Amendment to the Original Agreement which renewed the term of the Original Agreement for the second two (2) year renewal period, effective July 26, 2012 and terminating on July 27, 2014; and,

WHEREAS, on July 7, 2014, the CITY and Bayus Security Services, Inc. executed the Third Amendment to the Original Agreement which renewed the term of the Original Agreement for the third two (2) year renewal period, effective July 27, 2014 and terminating on July 26, 2016; and,

WHEREAS, since the expiration of the Third Amendment to the Original Agreement, Bayus Security Services, Inc., have continued to provide services to the CITY pursuant to the terms of the Third Amendment to the Original Agreement; and,

WHEREAS, Bayus Security Services, Inc. is no longer an active vendor, however the owner/president Olalekan Shokunbi also owns Bayus Security Protection, Inc. which is an active vendor; and,

WHEREAS, Bayus Security Services, Inc., is executing this Agreement to confirm its provision of services from the date of the expiration of the Third Amendment to the Original Agreement to the Effective Date of this Agreement with Bayus Security Protection, Inc.

WHEREAS, Bayus Security Protection, Inc. has agreed to continue performing the security services at the hourly rates of \$11.15 for Unarmed Guards, \$12.30 for Armed Guards, \$0.75 for Golf Carts, and \$1.50 for Patrol Vehicles; and,

WHEREAS, the City wishes to engage CONTRACTOR for services required herein for the City;

WHEREAS, the City is currently in the procurement process to select a contractor to provide the services; therefore, the CITY and CONTRACTOR specifically seek to execute a **month to month term** until the CITY enters into an agreement for the services at the conclusion of the procurement process;

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference



ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **security services**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the **security services**, as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 The CITY hereby confirms, and Bayus Security Services, Inc., hereby confirms and acknowledges, that the terms of this Agreement is consistent with the terms under which Bayus Security Services provided services to the CITY since the expiration of the Third Amendment to the Original Agreement, and therefore the terms of this Agreement shall be effective as to Bayus Security



Services, Inc., retroactive to July 27, 2016, and shall terminate as to Bayus Security Services, Inc., upon the execution of this Agreement by the CITY and CONTRACTOR.

3.2 This Agreement shall be effective as to CONTRACTOR, as of the execution of this Agreement by the CITY and CONTRACTOR, and shall automatically terminate upon execution by the CITY of an agreement for the services at the conclusion of the procurement process, effective upon receipt by CONTRACTOR of written notice from the CITY. CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

3.3 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for a month to month basis.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon seven (7) business days of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of seven (7) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR, and that it had compensated Bayus Security Services, Inc., for all services performed by them pursuant to the provisions of this Agreement.

4.2 Based on an amount, **NOT TO EXCEED THE PER UNIT PRICING**, payable in monthly payments for actual services performed in accordance with the hourly rates identified in **Exhibit A**.

4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5

CHANGES IN SCOPE OF WORK



5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

BLANK

ARTICLE 7

INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8

INSURANCE

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings



of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR 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 CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City'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.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 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 CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR 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 CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 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:



1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR 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 CONTRACTOR. Coverage for the CONTRACTOR and his 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:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

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

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned 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:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.



8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

8.7.2 Waiver of all Rights of Subrogation against the CITY

8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory

8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR 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 CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its 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. CONTRACTOR 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this



nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

12.1 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 each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13

VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

14.1 CONTRACTOR and Bayus Security Services, Inc., shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15

MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.



16.1.3 Correction of Work. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 Default of Contract. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.



16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to the CONTRACTOR.

ARTICLE 17

BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

PUBLIC RECORDS



19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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, Fla. Stat., or as otherwise provided by law;

19.1.3 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 contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Article 16.

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

**CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**



20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager



City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

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) 771-4900
Facsimile No. (954) 771-4923

Contractor **Olalekan Shokunbi, President**
Bayus Security Protection, Inc.
18425 NW 2nd Avenue, Suite # 404E,
Miami, FL 33169
Telephone No: (305) 690-7177
Facsimile No: (305) 690-7178
Email: bayuspro@gmail.com

20.7 **Binding Authority.** 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.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or 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.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.



20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Compliance with Statutes:** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; specifically the Jessica Lunsford Act - Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.

20.17. **Bayus Security Services, Inc., Acknowledgement:** As to confirming the services provided by Bayus Security Services, Inc., since the expiration of the Third Amendment to the Original Agreement, Bayus Security Services, Inc., acknowledges that the terms of this Agreement apply retroactive to its providing services to the CITY since the expiration of the Third Amendment to the Original Agreement.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE D. GRAHAM,
CITY CLERK

3/15/16

CITY

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses:

Print Name

Print Name

STATE OF Florida)

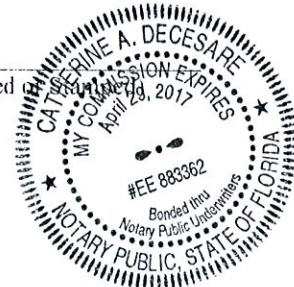
COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Olatade Shokunbi as President of **BAYUS SECURITY PROTECTION, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BAYUS SECURITY PROTECTION, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13 day of March, 2017.

NOTARY PUBLIC

(Name of Notary Typed, Printed)





ACKNOWLEDGEMENT BY BAYUS SECURITY SERVICES, INC.

 Print Name

 Print Name

BY: [Signature]
 Print Name: Obiade Shokunbi
 Title: President

STATE OF Florida)
 COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Obiade Shokunbi as President of **BAYUS SECURITY SERVICES, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BAYUS SECURITY SERVICES, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13 day of March, 2017.

Catherine A. DeCesare
 NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



EXHIBIT A

SCOPE OF WORK

The per unit prices are as follows:

Item	Hourly Rate
Unarmed Guard	\$11.15
Armed Guard	\$12.30
Golf Cart	\$0.75
Patrol Vehicle	\$1.50

The service to be provided are as follows:

Contractor shall provide Licensed Armed/Unarmed Security Officer(s) and Golf Carts/Patrol Vehicle(s) at an hourly rate and on an as needed basis for the City of Pembroke Pines and the City of Pembroke Pines Charter Schools.

The table below shows the agreed upon rates and the general weekly schedule for the security services:

Location	Working Hours	Item	Qty.	Hours per week	Cost per hour	Estimated Total Cost per week
Storage Lot Pembroke Rd. & 108 Ave.	7 days per week 7:00 p.m. - 7:00 a.m.	Unarmed Guard	1	84	\$11.15	\$936.60
Pines Place 8203 S. Palm Drive	24 hours per day 7 days per week	Unarmed Guard	1	168	\$11.15	\$1,873.20
Howard C. Forman Human Services Campus 8300 Florida Drive	7 days per week 7:00 p.m. - 7:00 a.m.	Unarmed Guard	1	84	\$11.15	\$936.60
		Golf Cart	1	84	\$0.75	\$63.00
Estimated Total Cost per week						\$3,809.40

The Security Officer(s) will Patrol the entire location as directed by the Authorized City Representative.

All Security Officers shall have a minimum of two years of experience in patrol techniques. Security officers on duty will properly carry out the primary duty of safeguarding the facility, property and guests.

CONTRACTOR shall provide all labor, supervision, report material, radios and equipment necessary to preform and complete all services in all respects provided for in this Agreement. All services shall be performed in a timely and first-class workmanlike manner. CONTRACTOR shall monitor any suspicious activity and call emergency services or law enforcement when appropriate, advise the CITY in writing of any unsafe conditions and location of any repairs, lights out, or other similar unsafe hazards, mediate disturbances to the extend deemed safe and appropriate, and all other security tasks required by the CITY. All services will be continuous regardless of weather, disaster, or threatened or actual labor action.

Organizational Relationship

CONTRACTOR shall maintain liaison with and be responsible to CITY and its property management's coordinator for compliance with assigned duties. All guard services required under this Contract shall be subject to inspection by the CITY or its property management's coordinator or a CITY designated representative.

CITY or a designated representative may change, alter, or revise any security procedures and hours or operation of any guard post, after review with CONTRACTOR, if deemed to be in the best interest of the CITY and its staff. All guard reports, required in the performance of the Contract, shall be submitted weekly to CITY or manager and all such reports and records of the guard's daily activities shall become property of the CITY.

Instructions and Training

CONTRACTOR will conduct training in accordance with Florida Department of Agriculture Chapter 493, Florida Statutes. CONTRACTOR will furnish the CITY with a copy of the security officer's Security License (D or G), issued by the State of Florida. All guards will have in their possession at all times, while on duty, a State Security License and a Company ID card. In addition, the officers will receive a minimum of twelve (12) hours of instruction and two (2) days personal supervision on the job. As a local company, CONTRACTOR schedules weekly unannounced supervisory visits and can be flexible in providing backup support. Security officers working for the CITY and its perimeter posts as outlined below:

- a. Basic Concepts of Community Patrol
- b. CITY Security Procedures
- c. Proper completion of all forms and reports used in the operation such as Guard's Daily Report Report, ID Control Logs, and any other forms supplied by the CITY
- d. Techniques of Patrol
- e. Post Duties
- f. Emergency Procedures
- g. Ingress and Egress Control
- h. Personal Identification
- i. Vehicle Identification
- j. Vendor and Visitor Control
- k. Use of Communication Equipment
- l. Telephone
- m. 2-Way Radio
- n. Motorized Equipment (as required)
- o. Operation within the CITY
- p. Vehicle Operating Rules and Regulations
- q. CITY's Layout – Tenant and Building Location

All of our employees shall be required to undergo periodic or additional in-service training to ensure ability to perform satisfactorily.

Licenses and Permits

During the life of this Contract, CONTRACTOR and employees will possess any license, permit, or commission now required or which may become a requirement for the operation of guard service.

Manpower Requirements

CITY may, as deemed necessary, change the number of hours required of CONTRACTOR. When notified, CONTRACTOR shall provide additional security guards at the same hourly fee specified for any other post. The duties of such security guards will be limited to similar duties specified in the Contract. The work schedule and total hours are subject to modification by the CITY. CONTRACTOR will provide a Supervisor who will be responsible for scheduling, training, and coordination of operations within the CITY. This person will be considered as a regular employee of the CONTRACTOR, and as such, will be classified as a contractor overhead and will not be eligible for billable time.

Security

Security requirements include one (1) Posted Security Officer per location. The primary purpose of these posts will be to control guest and vendor access to restricted areas, and to prevent trespass or other unauthorized access.

Qualifications of Employees

CONTRACTOR will ensure that employees assigned to work under this Contract possess the necessary interpersonal skills required to courteously and tactfully interface with CITY's visitors and staff. CONTRACTOR shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity as determined by the CITY and shall be responsible for taking disciplinary action as may be necessary. CONTRACTOR shall comply with any CITY request for removal of any employee working under the Contract for violations of the CITY's regulations and written orders.

The CITY reserves the right to exclude from work such employees as the CITY deems incompetent, careless, insubordinate, unsuitable, objectionable, or otherwise contrary to the best interest of the CITY. All of our employees assigned to work under this Contract will demonstrate the ability to read, write, and comprehend written post order. Employees will also demonstrate the capability to acquire a good working knowledge of all security requirements and specific post functions.

All contract employees will possess a valid Florida State issued Security Guard License. All contract employees must have a high school education, and have passed a pre-employment physical examination, which includes a drug screening. Additionally, all employees assuming post duties at the CITY must have either worked as a licensed security officer in past post or received post security training prior to assuming said post duties.

All employees assigned to work under this Contract must be physically able to perform their assigned work. Employees shall possess binocular vision correctable to 20/30, be free of color blindness, and be capable of hearing ordinary conversation at fifteen (15) feet without benefit of a hearing aid.

Employee Compensation

During the term of this Contract and any extension periods, CONTRACTOR agrees to compensate security guards in accordance with State and Federal Laws.

Furnished Uniforms and Equipment

CONTRACTOR will furnish, at no cost to the employee, full and uniformly acceptable uniforms. Equipment and incidental supplies necessary for performance under this Contract include, but are not limited to, the following:

- a. Breast badge
- b. Cap with cap badge or company patch
- c. Jacket with company patch
- d. Short-sleeved shirts (summer) with company patch
- e. Long-sleeved shirts (winter) with company patch
- f. Trousers
- g. Other inclement weather uniform items (e.g. gloves, raincoat)
- h. Winter coat with company patch
- i. Approved flashlight and batteries

Items of civilian attire will not be worn with the uniform unless specifically approved in writing by the Management.

Vehicles

CONTRACTOR shall provide the CITY with inspected and approved patrol vehicle(s) or golf cart(s) as required for contractor. Vehicles shall remain clean and in good working order at all times. Personnel using these vehicles will be employed guards under this Contract. CONTRACTOR agrees to make all vehicles available twenty-four (24) hours a day, seven (7) days a week. All vehicle maintenance and operation costs, insurance and other applicable fees (e.g. licenses) will be the responsibility of CONTRACTOR.

Identification Badges

CONTRACTOR and all of our employees performing duties under the Contract shall conform to all rules and regulations applicable by the CITY. All employees working under this Contract will be required to display on their person, at all times while on duty, an identification badge issued by CONTRACTOR. Identification badges will be worn on the outermost garment above the waist. CONTRACTOR shall conduct and assure the CITY and its staff that all employees working under this Contract have fingerprint based background checks, to the extent allowable by law, and include as a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee relative to their employment in the preceding then (10) years.