

**AGREEMENT BETWEEN BROWARD COUNTY AND CENTURION SECURITY GROUP, LLC  
FOR GENERAL SECURITY GUARD SERVICES AT VARIOUS COUNTY FACILITIES  
(GEN2119058R1/B2, GROUP 2 – LIBRARY DIVISION)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Centurion Security Group, LLC, a Florida corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. County competitively solicited general security guard services at various County facilities pursuant to a two-step competitive solicitation, Request for Qualifications (RFQ) No. GEN2119058R1, and Bid No. GEN2119058B2.

B. Contractor was determined to be the qualified vendor and low responsive, responsible bidder, following the conclusion of the two-step solicitation.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Facilities Management Division or such other person designated by the Director of the Facilities Management Division in writing.

1.5. **Contract Year** means the twelve (12) month period beginning on the Effective Date and ending twelve (12) months thereafter ("Contract Year 1"), and each twelve (12) month period thereafter until the date this Agreement expires or terminates. Each Contract Year is referred to herein accordingly as "Contract Year" (e.g., Contract Year 1, Contract Year 2, etc.).

1.6. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.7. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.8. **Purchasing Director** means County's Director of Purchasing.

1.9. **Services** means all work required of Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, other services specified in the Scope of Services attached as Exhibit A.

1.10. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.11. **Subcontractor** means an entity or individual providing Services to County through Contractor. The term “Subcontractor” includes all subconsultants.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>CBE Subcontractor Schedule and Letters of Intent</b>
<b>Exhibit E</b>	<b>Business Associate Agreement</b>
<b>Exhibit F</b>	<b>Certification of Payments to Subcontractors and Suppliers</b>
<b>Exhibit G</b>	<b>General Security Requirements</b>

## **ARTICLE 3. SCOPE OF SERVICES**

Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

## **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. This Agreement begins on January 1, 2023 (“Effective Date”) and shall end five (5) years thereafter (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Additional Extension as defined in this article are collectively referred to as the “Term.”

4.2. Additional Extension. If the expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate (“Additional Extension”) on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.4. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

## ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Categories	Not-To-Exceed Amount
Contract Year 1 Services	\$ 2,575,839.74
Contract Year 2 Services	\$ 2,891,134.29
Contract Year 3 Services	\$ 3,298,742.08
Contract Year 4 Services	\$ 3,733,957.66
Contract Year 5 Services	\$ 4,226,681.21
<b>TOTAL NOT TO EXCEED</b>	<b>\$ 16,726,354.98</b>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for goods and Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Exhibit F) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. If an audit reveals overcharges of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within forty-five (45) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs, loss of potential investment returns, and interest.

5.6. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or

entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, 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.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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 Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.13. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

## **ARTICLE 7. INDEMNIFICATION**

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## **ARTICLE 8. INSURANCE**

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.



8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

## **ARTICLE 9. TERMINATION**

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or

9.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and

such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

## **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County),

available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Contractor shall comply with all applicable requirements in Section 1-81 of the Code in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

10.4. Contractor must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit D (or a CBE firm substituted for a listed firm, if permitted) for forty percent (40%) of total Services (the "Commitment") for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in Exhibit D and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81 of the Code) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total Agreement amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81 of the Code. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount

that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

10.7. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

10.8. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order, and shall report such efforts, along with evidence thereof, to OESBD.

10.9. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

## **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from

public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5500, LBANKS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 501, FORT LAUDERDALE, FLORIDA 33301.**

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts 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, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at

Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total Agreement billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County  
Attn: Scott Campbell, Director  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301  
Email address: [scampbell@broward.org](mailto:scampbell@broward.org)

FOR CONTRACTOR:

Centurion Security Group, LLC  
Attn: Edward A. Heflin  
13000 SW 120<sup>th</sup> St.  
Miami, FL 33186  
Email address: [eheflin@centurionsecuritygroup.com](mailto:eheflin@centurionsecuritygroup.com)

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written agreement, to comply with the provisions of this section to the same extent as Contractor.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of



this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at Exhibit E (also available at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx)). The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.22. Payable Interest

11.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.25. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.26. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.27. Living Wage Requirement. Contractor is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code, as amended, and Contractor personnel performing Services under this Agreement are "security services officers" as defined by the ordinance. For the duration of the Term, Contractor shall fully comply with the requirements of such ordinance, including the amendments enacted by the Board on October 25, 2022, and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein, and provide the required paid time off in accordance with the ordinance. Contractor shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance. Any and all amendments to the ordinance shall be fully incorporated herein as of the effective date of the applicable amendment without the need for amendment to this Agreement.

11.28. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.29. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or a Subcontractor) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First

Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

11.30. Additional Security Requirements. Contractor shall comply with the Security Requirements attached hereto as Exhibit G.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of November 2022, and Contractor, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2022

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
McKillop Erlandson (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

ABC/wp  
\_\_\_\_\_.doc  
11/01/2022  
# \_\_\_\_\_

**AGREEMENT BETWEEN BROWARD COUNTY AND CENTURION SECURITY GROUP, LLC  
FOR GENERAL SECURITY GUARD SERVICES AT VARIOUS COUNTY FACILITIES  
(GEN2119058R1/B2, GROUP – LIBRARY DIVISION)**

CONTRACTOR

CENTURION SECURITY GROUP, LLC

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 2022

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

## **Exhibit A Scope of Services**

Contractor will provide the following Services:

### **I. GENERAL:**

- A. Commencing on the Effective Date, unless an earlier date is specified in this Agreement, Contractor will provide the Services detailed below. In this Exhibit A, "Using Agency" means Facilities Management Division or Library Division or Parks and Recreation Division, and/or any other County agency as awarded, and the terms "guard," "security guard," "security officer guard," and "security officer" are used interchangeably and have the same meaning, unless otherwise expressly stated herein. Contractor will provide weekly security officer guard services and patrol equipment (all of which will be included in the definition of the "Services") to Broward County locations as detailed below:

#### **Group 2 (Library Division)**

- Security Officer Guard Hours.
  - Contractor must guarantee minimum staff levels to meet County needs, as determined by County in its sole discretion.
- Patrol Equipment.
  - Upon written notices by Contract Administrator, Contractor must provide electric Security Cart/Vehicles upon sixty (60) days' notice, Patrol Vehicles upon thirty (30) days' notice, and Patrol Bicycles upon fifteen (15) days' notice.
- Locations for Services.
  - Group 2 locations will be specified by the Contract Administrator, including, but not limited to: any or all of the approximately thirty-eight (38) Libraries Division locations in Broward County listed in Exhibit A, Attachment 2

Services include, but are not limited to, providing security officer hours and equipment on an as-needed basis as determined by County (in its sole discretion), which may equal or exceed the estimated hours and equipment detailed in the Broward County Security Guard Annual and Weekly Hours & Equipment Exhibits for the applicable Group, as listed in Exhibit A – Attachment 1, as awarded, on a weekly basis to ensure the security of the facilities and buildings.

Contractor will provide contingent services and conduct surge operations, as requested and required by County, on potentially short notice and provide: 1) additional site supervisors, 2) project managers, 3) armed and unarmed guards for new site locations, 4) additional shifts, 5) related support during natural and man-made events/disasters, and/or heightened security threats. Contractors will track all billable hours for in-house and subcontractor staff, coordinate acceptance of purchase orders from multiple user agencies, facilitate weekly invoicing in accordance with County standards, and utilize tracking tools to follow-up on aging invoices.

Services will further involve the use of Security Detection Equipment as is found in airports or courthouses, the use of computers to complete required reports using Microsoft Office applications and other security systems, as well as the operation of patrol vehicles (electronic golf carts) and bicycles as detailed in this Scope of Services.

Contract Administrator retains absolute discretion to determine and adjust, in accordance with County needs: total number of guard hours required, scheduling, the advertising and announcing of available services and location of posts. Contractor will perform the Services in such a manner as to provide for the most efficient operation of County. Contractor will conform to all Workforce Investment Program requirements in advertising to potential employees.

Unit prices for Contractor personnel stated in Exhibit B include, but are not limited to, all labor, overhead, billing, insurance, travel time, travel expenses (mileage, fuel, per diem, parking, airfare, lodging, meals, etc.), required reporting, services, equipment, fuel/power, mobilization, demobilization, training, licensing, background checks, profit, and materials necessary to complete all Services.

- B. Contractor will provide all coverage required by County, up to twenty-four (24) hours per day. No guarantee as to the total amount of guard hours to be used by the County under this Agreement is implied herein.
- C. Contractor agrees and understands that work schedules include shiftwork during a twenty-four (24) hour period, including weekends and public holidays, at the applicable rates of pay set forth in Exhibit B. All schedule requirements for guards will be determined by the County, in accordance with operational needs, in its sole discretion. County will schedule guards at a minimum of four (4) hour shifts. Contractor is required to provide the guard schedules at the beginning of every pay period. Unless otherwise specified in instructions from any Using Agency, post coverage will be continuous for the required hours. Contractor will provide and cover its employees' breaks, including lunches, rest periods, personal needs, etc. Accommodations or facilities for the above are not required to be provided by County.
- D. Contractor warrants and represents it will only send security guards that are qualified and capable to provide the specific Services required at the particular County site (in accordance with its conditions). Contractor will only schedule guards to a maximum twelve (12) hour shift. Overnight shifts will be limited to a maximum of twelve (12) hours. Contractor will not charge or invoice County for, and County will not pay for, shifts in excess of 12 hours.
- E. In its sole discretion, County reserves the right to add, delete or make changes to any guard requirements, including hours of coverage, post location, numbers of posts, number of guards, Guard Class, etc.



- F. Contractor will give the Contract Administrator at least five (5) business days written notice to remove any guard stationed at a County site. Contractor will give the Contract Administrator and the County Using Agency Representative twenty-four (24) hour written notice of termination of employees stationed at any County site. All County badges, equipment, etc. must be returned to the County within forty-eight (48) hours of employee's reassignment or departure. Contractor agrees and understands the foregoing actions are required to ensure the integrity of County security, and to remove personnel from its access systems expeditiously.
- G. Contractor will remove any security guard from a County site and take all appropriate action upon request from County. Requests may be made by the Contract Administrator or a County Using Agency Representative for any reason or for no reason.
- H. EMPLOYEES CONFIDENTIALITY TRAINING AND CERTIFICATIONS. All Contractor personnel providing service to locations subject to Joint Commission on Accreditation of Healthcare Organizations (JCAHO) [State Recognition | The Joint Commission](https://www.jointcommission.org/accreditation-and-certification/state-recognition/#:Facet=State=[Florida]) ([https://www.jointcommission.org/accreditation-and-certification/state-recognition/#: Facet State=\[Florida\]](https://www.jointcommission.org/accreditation-and-certification/state-recognition/#:Facet=State=[Florida])), Health Insurance Portability and Accountability Act (HIPAA) [HIPAA Home | HHS.gov](https://www.hhs.gov/hipaa/index.html) (<https://www.hhs.gov/hipaa/index.html>), and Crisis Intervention Training (CIT) [Crisis Intervention Team \(CIT\) Programs | NAMI: National Alliance on Mental Illness](https://www.nami.org/Advocacy/Crisis-Intervention/Crisis-Intervention-Team-(CIT)-Programs) ([https://www.nami.org/Advocacy/Crisis- Intervention/Crisis- Intervention-Team-\(CIT\)-Programs](https://www.nami.org/Advocacy/Crisis-Intervention/Crisis-Intervention-Team-(CIT)-Programs)) confidentiality standards must meet specific confidentiality training and certification standards. Completed test results will be provided to the affected Using Agencies at each location covered by these regulations. Contractor employees providing service to these locations must have successfully met the requirements of this standard prior to working on the job. Initial copies of instructional and testing materials will be furnished to Contractor by affected Using Agencies. The instruction, training and certificates and all costs will be the responsibility of Contractor. All assigned personnel must remain current with the applicable training requirements for the specific County locations.

## II. REQUIREMENTS OF CONTRACTOR:

Contractor warrants and represents that it will comply with the following requirements in its provision of Services at all times during the Term of this Agreement:

- A. Contractor will acquire and maintain all required licenses and/or permits required by County, local, state, and federal agencies as applicable to private security agency work, including those required by Section 493, Florida Statutes as amended from time to time.
  - 1. Current State of Florida Security Agency License Requirements:
    - a. Security Agency (Main Office) - Class "B" License.
    - b. Security Agency (Branch Office) of Class "B" agency – Class "BB" License.

- B. Contractor will only employ qualified, competent, experienced management staff with active knowledge of Agreement specifications available during all hours of service, with the overall responsibility for supervising security services. Contractor will authorize management to represent and act for Contractor; meet with the Contract Administrator and the County Using Agency Representatives to discuss personnel and work performance and will work accordingly as necessary to assure satisfactory performance of the Agreement. Contractor will provide a list of names and schedule of staff, including all applicable telephone numbers for emergency notifications, to the Contract Administrator prior to Effective Date of this Agreement.
- C. Contractor will ensure that guards are punctual and that posts are fully covered at all times.
- D. Contractor will provide and post a current and accurate guard work-shift schedule. At a minimum, Contractor is required to provide the guard schedules at the beginning of every pay period.
- E. Contractor will maintain applicable post orders and logbooks on-site at each location and ensure that all personnel adhere to post order requirements. Logbooks will be used to record pertinent daily information should be kept at each post.
- F. Contractor will maintain a supply of Working Materials per Section VIII of this Exhibit (Contractor Furnished Items) as well as blank forms used to record events that require further action and information that needs to be brought to the attention of the County on-site at each location.
- G. Contractor will request all post orders, security logs and other documentation from the Contract Administrator or County Using Agency as needed.
- H. Contractor will request and coordinate with County to provide Broward County Security I.D./Access Badges with each guard's photo, which includes necessary proximity access to assigned Broward County service locations. Approved Broward County Security I.D./Access Badges must remain current and notification must be provided within twenty-four (24) hour notice if lost or stolen.
- I. Contractor will ensure all personnel wear an approved Broward County Security I.D./Access Badge conspicuously and that Personnel will not share or provide a Broward County Security I.D./Access Badge to another employee or individual for any reason.
- J. Contractor will provide with personal protection equipment (PPE) to employees as required by the Occupational Safety and Health Administration (OSHA) and Centers for Disease Control and Prevention (CDC) standards.

- K. Contractor will ensure that all equipment utilized in the Agreement will be in proper working condition and all operators will be trained and experienced in the proper use of such equipment, in compliance with OSHA standards. Contractor is responsible for transporting such equipment at no expense to the County, without delay, and within the required response time, causing no delay in services.
- L. Contractor will ensure that its employees abide by all rules and regulations set forth by the Using Agencies.
- M. Contractor will ensure that its employees use biometric timeclocks in locations where available.
- N. Contractor will ensure that Contractor's employees use software, as specified by County, to electronically track locations/doors/building entrances with security tags to complete required patrols and a computer to complete required reports where available.
- O. Contractor will ensure that Contractor's employees are proficient in Microsoft applications to complete required and written reports and to send and receive reports and messages electronically via email or web-based application where available.
- P. Contractor will ensure that all Site Supervisors have and maintained a current State of Florida Class "D" License for at least the past two (2) years.
- Q. Contractor will ensure that Site Supervisors assist with all operational needs (including fill in for Class II or Class III Officers) as needed.
- R. Contractor will ensure that Project Managers assist with operational needs (including fill in for Site Supervisors, Class II, or Class III Officers) as needed.
- S. Contractor will manage and be responsible for the behavior, appearance, conduct and supervision of all personnel concerned with the operation of the security services. All Contractor personnel must conduct themselves in a respectable manner, behave in a manner suitable for a public servant, and maintain a polite, courteous, cooperative and pleasant demeanor in the conduct of their duties.
- T. Contractor will provide to the Contract Administrator and the Using Agencies, thirty (30) days prior to expiration, a summary of expiration dates for certifications, training requirements, driver's license renewal and Broward County Security I.D./Access Badges.
- U. Contractor will provide, seven (7) calendar days prior to Effective Date: information on new employee hires, and upon request, on an ongoing basis throughout the term of this Agreement, the complete personnel file of each employee to be assigned to work under this Agreement. The personnel file will contain copies of, but not limited to, the following documents:

- any polygraph reports
  - medical examinations
  - training test results and certifications
  - proof of education
  - firearm licenses
  - state guard service licenses
  - employment application
  - driver's license number and expiration date
  - National Criminal Background Check including history search with results and date of results
- V. Contractor will, at its expense, conduct random and routine checks by its management staff of all on-duty personnel for proper performance of duty. County reserves the right to establish specific schedule, at no additional cost to County, if these checks prove insufficient and inadequate, to be determined in County's sole discretion. All checks will be logged with appropriate remarks. Such inspections will be no less than once weekly and a copy of all reports will be provided to the Contract Administrator, and the applicable County Using Agency Representative, within one week of such inspection.
- W. Contractor will inform County within 24 hours of employee departure, termination, re-assignment, or criminal activity.
- X. Contractor will confiscate any County-issued identification cards, and any other County property immediately, and return the same to the County within forty-eight hours (48) of departure, termination, reassignment or criminal activity any employee assigned to any County site pursuant to this Agreement.
- Y. Contractor will, at its expense, provide a 30-calendar day transition plan prior to the Effective Date, which will include shadow training with the current Contractor to ensure detailed knowledge of assigned posts to assume security service responsibilities from the incumbent firm.

III. **EMPLOYEE SPECIFICATION:**

- A. **GENERAL:** The type of work involved is independent, requiring considerable public contact. Any work is included in the Services. Work requires the application of independent judgment and the interpretation of established policies and procedures. Work is performed within general guidelines and is reviewed for compliance with desired results. Contractor warrants and represents it will only provide the highest quality employees,

conforming to the requirements of this Section III.

B. **KNOWLEDGE, ABILITIES AND SKILLS:** All employees assigned to the County under this Agreement must meet the following criteria:

1. Ability to establish and maintain effective working relationships with the general public and other employees.
2. Ability to maintain clerical records and prepare written reports using computer software such as Microsoft Office applications as required.
3. Ability to use a web-based application to electronically track locations/doors/building entrances with security tags as required.
4. Ability to use biometric timeclock in locations where required.
5. Ability to work effectively and efficiently without direct supervision.
6. Ability to detect and report unsafe conditions.
7. Maintain a polite, courteous, and cooperative demeanor at all times, especially during times of stress.

C. **QUALIFICATIONS:** All employees assigned to County under this Agreement must satisfy the following criteria:

1. Must be in possession of all licenses and/or permits required by all County, local, state and federal agencies as applicable to the position, including those required by Chapter 493, Florida Statutes, as amended from time to time. All licenses must be current.
2. All employees must be in possession of a valid Florida Operator's Driver's License. Contractor is required to maintain a record on each employee's personnel file which shows driving license number and expiration date. Contractor is required to ensure that licenses remain current.
3. Personal cleanliness is mandatory.
4. Guards in all classifications must be at least eighteen (18) years of age, have a high school diploma or a G.E.D. or the higher education required by Subsection 9 below. They must be able to successfully pass a medical examination which includes a drug screening (after having been offered employment by Contractor) and will receive training from Contractor and a National Criminal Background check and any other background check required by the County Using Agency or the Federal Aviation Administration. A copy of the National Criminal Background Check including history

search with the results and date of results will be provided to the Contract Administrator prior to the issuance of a Broward County Security I.D./Access Badge.

5. **State of Florida Guard License Requirements:**

- a. Classifications II and III: Florida State Guard License “D”
  - b. Classification III: Florida State Gun License “G” (if required for a particular post)
  - c. Site Supervisor: Florida State License “D” for a minimum of two years
  - d. Project Manager: Florida State License “MB” License or Class “D” License for a minimum of the most recent two years.
6. All employees must be able to read, write, speak, understand, and be understood in English. Oral command of English must be sufficient to permit understandable communication, even in time of stress.
7. All employees must complete the following required trainings within forty-five (45) days of Agreement award and maintain current certifications throughout the Agreement duration.
- a. FEMA Active Shooter (<https://training.fema.gov/is/courseoverview.aspx?code=IS-907>) FEMA - Emergency Management Institute (EMI) Course | IS-907: Active Shooter: What You Can Do.
  - b. AED/CPR Certification - Contractor to provide training to staff.
  - c. Magnetometer Screening - Contractor to provide training to staff.
  - d. Phishing Training – required only for Contractor staff accessing the Broward County computer system (<http://bc-net/Learning/eLearning/Pages/default.aspx>) eLearning Welcome to eLearning at Broward County.
  - e. Cyber Security Awareness – required only for Contractor staff accessing the Broward County computer system eLearning Welcome to eLearning at Broward County (<https://bc-net/Learning/eLearning/Pages/default.aspx>).
  - f. Bayside Training (BARC Facilities Only) – County to provide training links.
  - g. Accommodations to the Using Agencies Operational and Facilities Policies for Disabled Persons as approved by the Professional Standards/Human Rights Section (if requested by County; if so requested, access to training to be provided by Broward County).

8. If requested by the Using Agency, guards must be reviewed and/or interviewed, and receive approval by County Using Agency Representative before acceptance for the assignment.

9. **Class Specifications are as follows:**

- a. **CLASS II:** This is the intermediate classification of security officer. This classification may be used in sensitive and high visibility areas.

The individual must meet one or more of the following criteria:

- If there is military experience from any branch of the Armed Forces, there must be an honorable discharge documented on a DD214 form, unless still active.

In addition, the individual must meet all of the following minimum criteria:

- Professional appearance and demeanor.
- At least eighteen (18) years of age.
- Successful Completion of Background Investigation, as set forth in the Exhibit G, Security Requirements, and including any additional requirements of any County Using Agency or the FAA.
- An active State of Florida Class “D” Security Officer License.
- Have attended the 40-hour training class described in Section V of this Exhibit to be conducted by Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.

- b. **CLASS III:** This is the highest classification of security officer. This classification may be armed or unarmed and may be used in sensitive and high visibility areas for Agencies and other specialized locations requiring this type of background and experience.

The individual must meet all the following minimum criteria:

- Have a minimum of one (1) year security guard experience.
- Professional appearance and demeanor.
- At least eighteen (18) years of age.
- Successful Completion of Background Investigation, as set forth in Exhibit G, Security Requirements and including any additional requirements of any County Using Agency or the FAA.
- An active State of Florida Class “D” Security Officer License.

- For armed duty, an active State of Florida Class “G” Statewide Firearm License.
  - Successful completion of the 40-hour training class described Section V of this Exhibit, to be conducted by Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.
  - Successful completion of two (2) 4-hour firearm recertification trainings in two consecutive years.
- c. **SITE SUPERVISOR:** This position may be needed at certain County sites as determined by the applicable County Using Agency Representative.

The individual must meet all of the following minimum criteria:

- Possess verifiable supervisory experience within either civilian law enforcement, military, or with certified security firm.
  - Possess ability to utilize computer and applications to provide County with schedules, payroll, invoices, reports, etc. and to transmit and receive such reports via email, upon request.
  - Have a minimum of two (2) year experience as a security guard supervisor within either civilian law enforcement, military, or with a certified security firm.
  - Professional appearance and demeanor.
  - At least twenty-one (21) years of age.
  - Successful Completion of Background Investigation, as set forth in Exhibit G, Security Requirements, and including any additional requirements of any County Using Agency or the FAA.
  - An active State of Florida Class “D” Security Officer License for a minimum of two years.
  - Have attended the 40-hour training class described in Section V of this Exhibit, to be conducted by Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.
- d. **PROJECT MANAGER: This is a critical position that will serve as single point of contact for Broward County Courthouse facilities.**

The individual must meet all of the following minimum criteria:

- Possess verifiable supervisory experience within either civilian law



enforcement, military, or with certified security firm.

- Possess ability to utilize computer and applications to provide COUNTY with schedules, payroll, invoices, reports, etc. and to transmit and receive such reports via email, upon request.
- Have a minimum of three (3) years' experience as a security guard project manager within either civilian law enforcement, military, or with a certified security firm.
- Professional appearance and demeanor.
- At least 21 years of age.
- Successful Completion of Background Investigation, as set forth in Exhibit G, Security Requirements and including any additional requirements of any County Using Agency or the FAA.
- An active State of Florida Class "MB" Security Agency Manager License or Class "D" Security Officer License for a minimum of the past two years.
- Have attended the-hour training class described in Section V of this Exhibit, to be conducted by Contractor prior to assignment to a County site and have attended an 8-hour refresher course each year.

D. **ELIGIBILITY CRITERIA:** All security personnel employed by Contractor under this Agreement must meet the following minimum eligibility criteria regarding background, experience, health, and licensure, as established in this section unless specifically and individually waived in writing by the Contract Administrator. **The final decision as to the eligibility or suitability of security personnel for employment is at the sole discretion of the Contract Administrator.**

1. No personnel may be employed under this Agreement if they currently or have:
  - a. Any felony or sex conviction.
  - b. Military conduct resulting in dishonorable or undesirable discharge.
2. Must successfully complete a medical examination, to be conducted at Contractor's expense, prior to duty assignment or when required for reasonable cause by County. Results are required as follows:
  - a. Must be able to safely perform the duty assignment without posing a direct threat to the health or safety of others.
  - b. Binocular vision, correctable to 20/20 (Snellen).

- c. Ability to distinguish basic as well as shades of color in both normal and peripheral vision, where required by the essential duties of the position.
- d. Able to hear ordinary conversation at twenty (20) feet, and whispered conversation at ten (10) feet, without the use of a hearing aid, where required by the essential duties of the position.
- e. Pass a urinalysis screening illegal drug use and illegal use of prescription drugs.

**E. SECURITY GUARD TASKS WILL INCLUDE:**

- 1. Punctual attendance and holds over on assigned duties until relieved as required.
- 2. Maintains a professional personal and uniform appearance at all times; is courteous to the public and county personnel at all times.
- 3. Covers an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- 4. Intervenes to terminate injurious acts and may only attempt to detain individuals as a last resort. Uses 911 as appropriate for local law enforcement to arrive.
- 5. Communicates effectively with the public and County personnel; directs visitors to personnel and services within the facility.
- 6. Visually screens and prepares written record of contents of packages/parcels being carried in and out of the facility to secure against theft; ensures that transmittal forms accompanying materials being removed from the facility contain a necessary authorizing signature.
- 7. Conducts internal and external patrols, conducts radio checks hourly while on patrol as well as during patrols and at fixed points or locations, and uses web-based application to electronically record security logs at various locations/doors/building entrances.
- 8. Raises and lowers flags at designated times.
- 9. Verifies the security of safes and other areas where equipment or materials of value are stored.
- 10. Locks and unlocks gates and doors at designated times.
- 11. Turns up lighting at the beginning of each business day to permit ingress of employees, vendors, and authorized personnel, reduces and/or turns off lighting as required.

12. Ensures that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
13. Responds to reports of ill or injured patrons, visitors, or employee, renders first aid, and notifies supervisor if further assistance is considered necessary or desirable.
14. Performs minor operations and/or records data in connection with the operation of facility utility systems when required by written instructions from the Building Manager.
15. Reports safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel.
16. Monitors and operates facility fire alarm and intrusion detection systems and other protection devices or facility equipment.
17. Responds to scene of locally activated fire, burglary or other alarms, or other emergency situations, evaluate situations encountered, and acts as prescribed in Post Orders and/or facility self-protection plans.
18. Investigates questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts.
19. Operates a motor vehicle where required.
20. Maintains order and uses good judgment and discretion in handling unruly or trespassing public.
21. Maintains daily logs and writes daily reports, incident reports, and non- employee injury reports.
22. Provides escort services and assists other security personnel as required.
23. Operates Lost and Found in a manner that allows the public to claim lost items.
24. Directs traffic, controls parking, issues parking violation warnings as authorized by the Contract Administrator.
25. Maintains order within areas of assignment.
26. Operates an entrance control post. Operates and enforces a system of personnel identification. Performs package inspection when directed by the Contract Administrator through Post Orders. Checks identification cards and records names of ALL PERSONNEL wishing to enter the facility after normal working hours.

27. Conducts Screening Procedures to include x-ray machines, handheld, and walk-through magnetometers. Conducts pat downs when necessary to prevent unauthorized items from entering county facilities or meetings held by the Board of County Commissioners.
28. Safeguards and protects all existing structures, utilities, service, roads, trees, shrubbery, etc. against damage or interrupted service. Contractor will be held responsible for any damage to the property occurring by reason of the negligence of Contractor's employees or agents on the property.
29. If requested, have the training and ability to use computer applications, as required by the job site.

**F. SITE SUPERVISOR TASKS WILL INCLUDE:**

1. Subject matter expert for staff in regard to training and personal welfare
2. Supervises staff and ensures that the Counties policies and procedures are
3. being followed and enforced
4. Disciplines employees and keeps County Security Guard Supervisors informed of what has transpired

**G. PROJECT MANAGER TASKS WILL INCLUDE AS APPROPRIATE:**

1. Subject matter expert for staff in regard to training and personal welfare Supervises
2. Provides oversight to all staff at all Courthouse Facilities
3. Communicates on a daily basis with County Security Guard Supervisors
4. Subject matter expert for staff in regard to training and personal welfare
5. Supervises staff and ensures that the Counties policies and procedures are being followed and enforced.
6. Disciplines employees and informs County Security Guard Supervisors of events leading to discipline.

**IV. REQUIRED REPORTS**

Contractor must write an incident or event report for any emergency, police or fire rescue on Broward County property or when requested by Security Guard Supervisors or Management. Broward County Event Report and Contracted Incident/Event Report must be provided in Broward County Writing Style and completed within twenty-four (24) hours of the event.

Contractor must provide to County its Living Wage payroll reports every six (6) months as required by the County's Living Wage Ordinance.

V. **TRAINING**

A. **GENERAL**

1. Contractor is required to ensure that all field personnel are trained and licensed per Sections III(C). and V(B) of this Exhibit, in order that the County may be assured said personnel are capable of assuming the responsibilities for their assignments.
  - a. The cost for training is at Contractor's expense and the time spent by staff in such training programs are not billable to the County.
  - b. All Contractor security personnel must successfully complete and pass the training prior to assumption of duty under this Agreement and evidence is to be provided to the Contract Administrator per Section II.Q (Requirements of Contractor).

B. **TRAINING FOR SECURITY PERSONNEL**

1. **Site Orientation Training**
  - a. At Contractor's expense, each trainee of Contractor will be provided with a minimum of sixteen (16) hours of on-site training for Security Guards for each shift to be worked in order to familiarize each guard with the post. Additional hours may be required at the County's request.
  - b. The trainee will not be in an active-duty status and may not be placed on duty at that site until said training has been completed and trainee demonstrates ability to perform post duties. The County will be the sole assessor of that effectiveness.
  - c. The Site Orientation Training will be taught by County staff or designated staff approved by the Contract Administrator. This training is to be conducted at each different job site to which the guard/officer is assigned.
  - d. The Site Orientation Training will consist of the following:
    - General and specific orders for the facility.
    - Policy and specific procedures for responding to emergency alarms, bomb threats, incendiary devices in the facility.
    - Procedures for access control and operation of the security system within the facility.
    - Procedures for operation of the fire alarms, fire control system, and fire-

fighting equipment.

- Orientation to Broward County
  - History and role as public service provider
  - Contract personnel as representatives of County
  - Types of facilities secured under Agreement.
  - Role of County facility managers.
- Review of all tasks covered in post orders for assigned post.

2. Refresher Training (RT) Periodic training of each employee is required to be conducted by contract supervisors in order to insure continued understanding of and familiarity with existing or new facility conditions. Refresher Training is to be conducted at a minimum of one time within the first fourteen (14) days of an employee's post assignment, and additionally at the request of the County Using Agency or at the request of the Contract Administrator. Such training will be conducted at the expense of Contractor and may include, should circumstances dictate (e.g. repeated violations of a guard), not only Site Orientation Training but also any or all portions of Basic Instructional Training.

VI. **VERIFICATION OF OFFICER QUALIFICATIONS.** Prior to submitting an invoice contractor must comply with County Security Officer Qualification Verification procedures. Contractor will submit prospective security officer's personnel file to Facilities Management Division Security Guard Supervisor. Security Guard Supervisor (SGS) will review the personnel file to verify attainment of all requirements for each Security Officer classification. If the SGS determines that the proposed officer meets the qualifications for the proposed assignment, they will notify contractor. Upon verification of the proposed officer's qualifications for eligibility in the appropriate class SGS will enter the approved Security Officer's name and approved classification into a data base accessible to all County Agencies utilizing this Agreement. The database will be accessed as part of the invoice approval process followed by County Agencies when processing invoices for payment under this Agreement.

VII. **UNIFORMS AND RELATED EQUIPMENT AND SUPPLIES FOR SECURITY GUARDS:**

- A. **UNIFORMS:** All uniforms will be provided by Contractor and/or employees. The County will not provide any uniform or uniform element. Contractor must ensure that all security personnel and supervisors are fully equipped and wearing complete County-approved uniforms including uniform jackets with required patches and guard name tags. All Security Personnel will wear uniforms whose color and style have been approved in advance by the Contract Administrator or the Using Agency. All employees performing under this Agreement will be required to wear the same color and style of uniform, distinguished only by Contractor identification patches (see

below). Uniforms must be in good condition, and consist of the following items unless otherwise specified under the terms of this Agreement:

Trousers	All-season weight All the same color and style
Shirt/Blouse	Short or long sleeve All the same color and style.
Belt	Solid Black
Neck tie	Solid black unless waived for the specific location by County Using Agency Representative.
Socks	Solid black
Shoes	Solid black
Shoulder Patches	Lettered to indicate the name of Contractor Worn on both shoulders of the uniform jacket and shirt No other identification of Contractor or employee will be worn or displayed on the uniform except hat.
Caps/Hats	Baseball style hats will have a patch that identifies the company. Regulation uniform hats may be required at certain sites and are to be provided by Contractor. Baseball caps are not to be worn at major facilities.
Identification	Name tags and current photo I.D. card issued by contractor to be worn over the right breast pocket.
Foul Weather Clothing	Foul weather clothing, including raincoats, boots, and/or security jacket, will be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical in style and color for each guard, and marked with Contractor's identification logo or name, or an insignia.
Uniforms Generally	All employees must wear clean, non-faded, pressed uniforms with legible company logos/patches at all times while on duty at a County Post. Contract Administrator and County Using Agency Representative will have the right to require the immediate replacement of any employee on duty who is out of uniform.

#### **B. EQUIPMENT FOR SECURITY GUARDS**

Unless otherwise provided for in this Agreement, security guards will be equipped at all times while on duty with the following items:

Unarmed Guards	Armed Guards
Black belt	All of the equipment provided to Unarmed Guards
Whistle, with metal chain attachment	Pistol belt
Flashlight; heavy-duty (2 or more D-Cells)	Firearm
Two-way radio, licensed for use by the Federal Communications Commission (FCC), and meeting all requirements as specified in this Agreement	

Armed Guards will be provided only as specifically requested by the County Using Agency Representative and approved by the Contract Administrator.

**C. VEHICULAR EQUIPMENT**

County may require Security personnel to operate licensed motor vehicles in order to move between non-adjacent scheduled foot-patrol assignments or to conduct vehicular patrols on an area. Personnel may be required to operate off-street motorized carts to conduct vehicular patrol of an area. Vehicle types, color, markings, lights, and other features will be approved by the Contract Administrator or the County Using Agency Representative. Contractor may be required to provide a maximum of up to ten (10) off-street motorized carts.

1. Security Cart/Vehicle: Solid state electric golf carts and charger and cords with security beacon and side panels. Four (4) wheels, two (2) person capacity (including driver), with back compartment. Unit price is monthly and is to include one security cart/vehicle and all equipment chargers and cords, maintenance, mobilization, demobilization, and equipment transport to and from patrol locations.

**For Group 1**, Contractor will be required to provide six (6) security cart/vehicles per month to various County locations on day of Agreement award.

**For Group 1, 2 or 3**, Contractor may be required to provide up to four (4) additional security carts/vehicles upon sixty (60) calendar day notice by County.

***Contractor provided Security Carts/Vehicles for security personnel's operation will be maintained by Contractor for the duration of the Agreement.***

2. Patrol Vehicles: Fully equipped high profile (i.e., visible), well-marked, utility patrol vehicle, equipped with light bar, security markings, jumper cables, first aid equipment, traffic cones and flares. Unit price is weekly and is to include one patrol vehicle and all equipment fuel, maintenance, mobilization, demobilization and equipment transport to and from patrol locations. Contractor may be



required to provide Patrol Vehicles as needed upon thirty (30) calendar day advance notice by County for Group 1, 2 or 3.

***Patrol Vehicles will be provided through this Agreement by Contractor and maintained by Contractor for the duration of the Agreement.***

3. Patrol Bicycles: All-terrain bicycle 12 speed (Gears) or higher, are to be provided for use under this Agreement by Contractor. Unit price is daily and is to include one patrol bicycle and all equipment maintenance, mobilization, demobilization and equipment transport to and from patrol locations. Contractor may be required to provide Patrol Bicycles on an as-needed basis for special outdoor events upon fifteen (15) calendar day notice for Group 1, 2 or 3.

***Patrol Bicycles will be provided through this Agreement by Contractor and maintained by Contractor for the duration of the Agreement.***

#### **D. USE AND MAINTENANCE OF EQUIPMENT AND UNIFORM**

1. The uniform and equipment will be used only when security personnel are on official duty or while in transit between their place of residency and assigned duty station. Furthermore, at any and all times while in uniform, security personnel and supervisors are required to wear a complete uniform, and to be fully equipped. Also, security personnel will not be permitted to provide themselves with any unauthorized equipment such as chemical agent, concealed weapons, personal radios, or other items not specifically approved by this Agreement or by Contract Administrator or County Using Agency Representative.
2. Maintenance of Uniforms and Equipment: Contractor is responsible for assuring that security personnel maintain a neat appearance in accordance with Agreement standards, up to and including responsibility for maintenance and replacement of uniforms, as necessary. Likewise, it is expected that all equipment used by Contractor, provided by either party, will be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may in any manner constitute a hazard to any person or persons on County property.

#### **VIII. COUNTY-FURNISHED ITEMS**

County will furnish, without cost to Contractor, to be used only in connection with the performance of this Agreement, the following materials and equipment:

- A. FACILITY POST ORDERS. Post orders are to be prepared, with reasonable and periodic update, for each individual post by County Using Agency Representative, with the advice of the Contract Administrator. The Contract Administrator or designee will have the responsibility for distributing a single copy of the subject post orders to Contractor, who will in turn be responsible for ensuring appropriate distribution of the orders to all field security personnel. Contractor will not make any alterations to

the post orders except as specifically approved in writing by the County Using Agency Representative, or the Contract Administrator.

Post Orders will include post requirements and security officer rotation schedule to monitor site including requirements for necessary for Broward County Security I.D./Access Badge swiping to patrol designated locations. Broward County Security I.D./Access Badge swiping will be logged and records retained for County review and Agreement compliance monitoring.

- B. FORMS. Required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County.
- C. BIOMETRIC TIME CLOCKS. Biometric time clocks will be utilized by Contractor staff at locations where biometric time clocks are installed.
- D. BROWARD COUNTY SECURITY I.D./ACCESS BADGE READERS. Broward County Security I.D./Access Badge readers will be utilized according to Post Orders before, during, and after the completion of security patrols. Broward County Security I.D./Access badges will be supplied by the County and must be turned upon separation, termination, and resignation.
- E. HANDHELD RADIOS. The County will provide Contractor Handheld Radios in order to perform their duties at a specified location or post.
- F. WORKING MATERIALS  
County will provide working materials for Contractor staff to utilize to sanitize (i.e. disinfectant wipes/cleaner and paper towels) the security scanning equipment (i.e. x-ray machines, magnetometers, hand held radios, hand held scanning wands). COUNTY WILL NOT PROVIDE WORKING MATERIALS OR PERSONAL PROTECTIVE EQUIPMENT TO CONTRACTOR STAFF (See Section VIII Contractor Furnished Items, A. Working Materials).
- G. REPLACEMENT OF COUNTY-FURNISHED ITEMS:  
Contractor assumes full responsibility for all equipment issued by the County to Contractor solely for performance of the work contained herein. Contractor will reimburse County, at currently market rates, for all equipment that is lost, damaged, stole, or otherwise unavailable. Upon termination of the Agreement, all equipment will be returned to the County in good operating condition, less reasonable wear and tear.

IX. **CONTRACTOR-FURNISHED ITEMS**

A. WORKING MATERIALS

Contractor will provide all working materials and personal protective equipment necessary for Contractor staff to deliver services under this Agreement including, but

not limited to, items such as personal protective equipment (i.e. masks, gloves, etc.), sanitary items (i.e. hand sanitizer, disinfectant wipes/cleaner, paper towels, etc.), electronic devices for tracking (i.e. computers, phones, hand-held devices, etc.), bound logs, notebooks, pens, and pencils. These materials will be supplied by Contractor at no expense to the County, unless otherwise specified by this Agreement or the Contract Administrator. All materials required to perform this Agreement and not otherwise mentioned as being provided by the County will be provided by Contractor and/or employee at their expense.

**B. UNIFORM AND EQUIPMENT ISSUE**

Contractor will be required to issue to each employee, and maintain throughout the term of this Agreement, uniforms and equipment.

**X. AGREEMENT ENFORCEMENT OF AGREEMENT**

The Contract Administrator and User Agency Representatives will ensure that Contractor adheres to contractual requirements thru security badging process, receipt of required personnel files, background reports, training records, required reports and the monitoring of logbooks, biometric timesheets, sign-in sheets, and electronic reports tracking security officer card swipes at designated locations per Post Order requirements. Contract Administrator and User Agency Representative will conduct visual inspections to ensure compliance with uniforms and equipment standards.

**XI. COMPENSATION**

**1. Overtime Charges:**

New Site Assignments or Additional Shifts. The County will make good faith efforts to give Contractor at least 48-hours' notice of any new site assignment or additional shift requirements. If the operational needs of any County Using Agency result in less than 48-hours' notice hours for any additional shift requirements or new site assignment, then the County will pay Contractor the "Overtime Rate" indicated in the Item Response Form, for the first forty-eight (48) hours of any new site assignment or additional shift requirement; provided that Contractor confirmed such coverage is available within twelve (12) hours of the request ("Response Time") by the County Using Agency Representative, or the time specified by the County Using Agency Representative. Overtime charges will be reduced for any delay in providing such confirmation of coverage by Contractor beyond the twelve (12) hour Response Time period on an hour-for-hour basis. The County Using Agency assignments provided to Contractor upon award of the Agreement and will not constitute new assignments or additional shifts.

**2. Overtime Charges:**

Upon receipt of any request for security services from a Using Agency, Contractor will review its ability to provide such service without using security officers on their days off or past their regular tours of duty. If Contractor determines that it is unable

to provide the requested services unless it uses security officers on their days off or past their regular tours of duty, Contractor will give the County Using Agency written notice to that effect within forty-eight (48) hours of the request and the County will pay overtime for the services requested, at the Overtime Rate. If Contractor will fail to provide forty-eight (48) hours advance written notice, no overtime may be charged by Contractor for the services.

**3. Actual Overtime Must be Worked:**

It is expected that Contractor will provide services pursuant to subsection 2 using security officers on their days off or past their regular tours of duty. Notwithstanding anything to the contrary set forth in subsections 1 and 2, the Overtime Rate will be paid by the County for only those hours worked in excess of a regular weekly tour of duty. Any and all requests by Contractor for overtime compensation must be accompanied by payroll documentation showing payments to security personnel for overtime hours directly attributable to the request by the County for coverage pursuant to subsection 1 or 2.

**A. METHOD OF BILLING AND PAYMENT**

1. Payment will be made after services have been rendered, accepted and properly invoiced. Contractor will not be paid for work not authorized by County.
2. All Invoices paid using purchase order must be submitted electronically to and received by Broward County Accounting Division at [accountspayable@broward.org](mailto:accountspayable@broward.org) with a courtesy copy sent to each County Using Agency Representative.
3. County may utilize the option to request and remit payment for services by Purchasing Card (P-Card).
  - a. Contractor will not impose any additional charges for using P- Card.
  - b. There will be no minimum order amount for P-Card purchases.
  - c. All amounts charged per Agreement pricing; no other charges will be accepted.
  - d. All invoices paid using P-Card must be emailed to the designated User Agency Representative identified on the purchase order or work order authorization.
4. Contractor must submit invoices for payment on a weekly basis; with a separate invoice being provided for services provided to each County Using Agency (NOTE: Broward County may have approximately 20 different user agencies requesting services for approximately 50 different locations).
5. Payment for completed services will be made on a monthly basis, upon receipt of a proper invoice and required supporting documentation.

6. The invoice will be legible and must include the following:
  - a. Broward County Purchase Order Number.
  - b. Broward County Agreement Number and Title.
  - c. Work Order/Request Number (if applicable).
  - d. Project Coordinator's Name, Telephone Number, Signature, and name of Requesting Agency (i.e. Facilities Management Division).
  - e. Date(s) of Service.
  - f. Detailed description and location of work performed including Broward County Using Agency (i.e. Facilities Management Division) requesting work, purpose of work (i.e. Broward County Commission Meeting), security guard classification and equipment used.
  - g. Number of hours worked, labor/unit rates and extension of each (totals).
  - h. Names of the Subcontractor / Contractor's staff who completed the work.
  - i. Contractor's Invoice Number; Invoice numbers should not be repeated or reused.
7. When requested by Contract Administrator or the Using Agency, Contractor will provide backup for past and current invoices that records hours and costs by employee category, equipment used, and Using Agency, including subcontractor hours and costs, so that total hours and costs by County Using Agency may be determined. Failure to provide backup documentation may result in the disallowance of payment for services.
8. Contractor must be able to track purchase orders received from each Broward County Using Agency by purpose and location, submit invoices for payment on a weekly basis, and coordinate follow-up with Broward County User Agencies to ensure all invoices are paid.

**Exhibit A  
Attachment 1**

**Broward County Security Guard Hours & Equipment – Group 2  
Libraries Division**

NOTE: Table summarizes estimates of hours and equipment for the contract period. Broward County may add or delete hours and equipment as needed. Quantities are not guaranteed.

<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 1</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	47,581	915
Class II Security Guard Officer - Overtime	646	12
Class III Security Guard Officer	20,914	451
Class III Security Guard Officer - Overtime	160	3
Site Supervisor	1,910	38
Project Manager	250	5
Golf Cart *(Carts are billed monthly, as needed)	1 cart per month	NA
Patrol Bike **(daily as requested for events)	2 bikes per year	NA
Patrol Vehicle***(weekly as requested)	NA	1 car per week
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 2</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	52,339	1,007
Class II Security Guard Officer - Overtime	711	13
Class III Security Guard Officer	23,005	496
Class III Security Guard Officer - Overtime	176	3
Site Supervisor	2,101	42
Project Manager	275	6
Golf Cart *(Cart(s) are billed monthly, as needed)	1 cart per month	NA
Patrol Bike **(daily as requested for events)	2 bikes per year	NA
Patrol Vehicle***(weekly as requested)	NA	1 car per week
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 3</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	57,573	1,108
Class II Security Guard Officer - Overtime	782	14
Class III Security Guard Officer	25,306	546
Class III Security Guard Officer - Overtime	194	3
Site Supervisor	2,311	46
Project Manager	303	7

Golf Cart *(Carts are billed monthly, as needed)	1 cart per month	NA
Patrol Bike **(daily as requested for events)	2 bikes per year	NA
Patrol Vehicle***(weekly as requested)	NA	1 car per week
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 4</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	63,330	1,219
Class II Security Guard Officer - Overtime	860	15
Class III Security Guard Officer	27,837	601
Class III Security Guard Officer - Overtime	213	3
Site Supervisor	2,542	51
Project Manager	333	8
Golf Cart *(Carts are billed monthly, as needed)	1 cart per month	NA
Patrol Bike **(daily as requested for events)	2 bikes per year	NA
Patrol Vehicle***(weekly as requested)	NA	1 car per week
<b>Estimated Hours &amp; Equipment for Security Guard Services for Group 2 – Year 5</b>		
<b>Description</b>	<b>Annual</b>	<b>Weekly</b>
Class II Security Guard Officer	69,663	1,341
Class II Security Guard Officer - Overtime	946	17
Class III Security Guard Officer	30,621	661
Class III Security Guard Officer - Overtime	234	3
Site Supervisor	2,796	56
Project Manager	366	9
Golf Cart *(Carts are billed monthly, as needed)	1 cart per month	NA
Patrol Bike **daily as requested for events)	2 bikes per year	NA
Patrol Vehicle***(weekly as requested)	NA	1 car per week

\*See Exhibit A, Scope of Services, Section VII(C)(1) – One (1) cart provided with 60-day notice.

\*\*See Exhibit A, Scope of Services, Section VII(C)(2) – Two (2) bikes daily as requested for events.

\*\*\*See Exhibit A, Scope of Services, Section VII(C)(3) - One (1) vehicle weekly as requested.

**Exhibit A  
Attachment 2**

**Broward County Security Guard Locations - Group 2  
Libraries Division**

NOTE: List summarizes current service locations for Broward County Parks and Recreation Division. Future service locations include but are not limited to the locations listed below. Broward County may add or delete service locations as needed.

<u>BC User Agency</u>	<u>Type</u>	<u>Description</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>
LBD01	Library	African-American Research Library & Cultural Center	2650 NW 6 ST	Ft Lauderdale	33311
LBD01	Library	Beach Branch	3250 NE 2 St	Pompano Beach	33062
LBD01	Library	Carver Ranches Branch Library	4735 SW 18 ST	West Park	33023
LBD01	Library	Century Plaza / Leon Slatin Branch	1856A W HILLSBORO BLVD	Deerfield Beach	33442
LBD01	Library	Dania Beach Paul Demaio Branch Library	ONE PARK AVE E	Dania Beach	33004
LBD01	Library	Davie/Cooper City Branch	4600 SW 82 AVE	Davie	33328
LBD01	Library	Deerfield Beach Percy White Branch	837 E HILLSBORO BLVD	Deerfield Beach	33441
LBD01	Library	Fort Lauderdale Reading Center Library	1300 E SUNRISE BLVD	Ft Lauderdale	33304
LBD01	Library	Foster Park Community Center (Micro Library)	609 NW 6 AVE	Hallandale Beach	33009
LBD01	Library	Galt Ocean Mile Reading Center	3403 GALT OCEAN DR	Ft Lauderdale	33308
LBD01	Library	Hallandale Beach Branch Library	300 S FEDERAL HWY	Hallandale Beach	33009
LBD01	Library	Hollywood Beach Bernice P. Oster Branch	1301 S OCEAN DRIVE	Hollywood	33019
LBD01	Library	Hollywood Branch Library	2600 HOLLYWOOD BL	Hollywood	33020
LBD01	Library	Imperial Point Branch	5985 N FEDERAL HWY	Ft Lauderdale	33308
LBD01	Library	Jan Moran Collier City Learning Library	2800 NW 9 CT	Pompano Beach	33069
LBD01	Library	Lauderdale Lakes Branch Library / Educational & Cultural Center	3580 W OAKLAND PAR	Lauderdale Lake	33311
LBD01	Library	Lauderhill Central Park Library & Performing Arts Center	3810 NW 11 PL	Lauderhill	33311



<u>BC User Agency</u>	<u>Type</u>	<u>Description</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>
LBD01	Library	Lauderhill Town Centre Library	6399 W OAKLAND PAR	Lauderhill	33313
LBD01	Library	Main Library	100 S ANDREWS AVE	Ft Lauderdale	33301
LBD01	Library	Margate Catherine Young Branch	5810 PARK DR	Margate	33063
LBD01	Library	Miramar Branch Library & Education Center	2050 CIVIC CENTER PL	Miramar	33025
LBD01	Library	North Lauderdale Saraniero Branch Library	6901 KIMBERLY BLVD	North Lauderdale	33068
LBD01	Library	Northwest Branch Library	1580 NW 3 AVE	Pompano Beach	33060
LBD01	Library	Northwest Regional Library	3151 N UNIVERSITY D	Coral Springs	33065
LBD01	Library	Pembroke Pines / Walter C Young Resource Center Library	955 NW 129 AVE	Pembroke Pines	33028
LBD01	Library	Pompano Beach Library & Cultural Center	50 W ATLANTIC BLVD	Pompano Beach	33060
LBD01	Library	Riverland Branch Library	2710 DAVIE BLVD	Ft Lauderdale	33312
LBD01	Library	Southwest Regional Library	16835 SHERIDAN ST	Pembroke Pines	33331
LBD01	Library	Stirling Road Branch	3151 STIRLING RD	Hollywood	33312
LBD01	Library	Sunrise Dan Pearl Branch Library	10500 W OAKLAND PA	Sunrise	33351
LBD01	Library	Tamarac Branch Library	8701 W COMMERCIAL	Tamarac	33311
LBD01	Library	Tyrone Bryant Branch Library	2230 NW 21 AVE	Ft Lauderdale	33311
LBD01	Library	West Regional Library	8601 W BROWARD BL	Plantation	33324
LBD01	Library	Weston Branch Library	4205 BONAVENTURE B	Weston	33333
LBD01	Library	Young At Art Museum / Broward County Library	751 SW 121 AVE	Davie	33325

## Exhibit B Payment Schedule

The rates specified below will be in effect for the entire Term, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule will be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Hourly services or equipment will only be invoiced upon satisfactory completion of the applicable service or delivery of equipment as evidenced by written approval by the Contract Administrator. The invoice amount will be the Total Deliverable Amount.

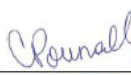
**Table A: Hourly Services/Equipment Rates**

<b>Group 2 Libraries Division</b>	<b>Hourly Rate</b>				
<b>Staff/Personnel</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Class II Security Officer, Regular Business Hours	\$33.21	\$34.21	\$35.23	\$36.29	\$37.38
Class II, Overtime Hours	\$49.82	\$51.31	\$52.85	\$54.43	\$56.07
Class III Security Officer, Regular Business Hours	\$39.44	\$40.62	\$41.84	\$43.10	\$44.39
Class III Security Officer, Overtime Business Hours	\$59.16	\$60.93	\$62.76	\$64.65	\$66.59
Site Supervisor, Regular Business Hours	\$42.50	\$43.78	\$45.09	\$46.44	\$47.83
Project Manager, Regular Business Hours	\$53.52	\$55.13	\$56.78	\$58.48	\$60.34
<b>Equipment</b>	<b>Rate per Unit</b>				
Golf cart (one golfcart per month)	\$575.00	\$592.25	\$610.02	\$628.32	\$647.17
Patrol Bike (two bikes per year)	\$2,281.25	\$2,349.69	\$2,420.18	\$2,492.78	\$2,567.57
Patrol Vehicle (one vehicle per year)	\$25,441.00	\$2,349.69	\$26,990.36	\$27,800.07	\$28,637.07

## Exhibit C

### Minimum Insurance Requirements

Project: Security Guard Services  
Agency: Facilities Management Division

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A		Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTORIS RESPONSIBLE FOR DEDUCTIBLE		
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
<b>CERTIFICATE HOLDER:</b>  Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN A. POUNALL Date: 2020.08.26 13:21:50 -04'00' Risk Management Division		

**Exhibit D**  
**CBE Subcontractor Schedule and Letters of Intent**

Contractor represents that the CBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his or her knowledge.



# LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: GEN2119058R1

Project Title: General Security Guard Services at Various County Facilities - Group 1

Bidder/Offeror Name: Centurion Security Group, LLC

Address: 13000 SW 120th Steet City: Miami State: FL Zip: 33186

Authorized Representative: Edward Helfin - EL Phone: 305 964 7651

CBE Firm/Supplier Name: King Intelligence and Security Services, Inc.

Address: 2880 W. Oakland Park Blvd. Suite 211 City: Oakland Park State: FL Zip: 33311

Authorized Representative: Kaola King Phone: 954 624 2040

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

## Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Security Guard Services, Armed & Unarmed Guards	561612		18.00 %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative**

Signature: Kaola King Title: President Date: 07/22/2021

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: President Date: 07/22/2021

<sup>1</sup> Visit [Census.gov](https://www.census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Rev.: June 2018

Compliance Form No. 004



Broward County Board of  
County Commissioners

**LETTER OF INTENT**  
**BETWEEN BIDDER/OFFEROR AND**  
**COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER**

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: GEN2119058R1  
Project Title: General Security Guard Services at Various County Facilities - Group 1  
Bidder/Offeror Name: Centurion Security Group, LLC  
Address: 13000 SW 120th Street City: Miami State: FL Zip: 33186  
Authorized Representative: Edward E. Heflin-EL Phone: 305 964 7651

CBE Firm/Supplier Name: Veterans Security Corps of America, Inc.  
Address: 3020 North Federal Highway, Bld. 7 City: Fort Lauderdale State: FL Zip: 33306  
Authorized Representative: George Beasley Phone: 954-731-5161

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Security Guard Services, Armed & Unarmed Guards	561612		20 %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative**

Signature: George B. Beasley Title: President Date: 7/13/2021

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: PRESIDENT Date: 7/13/2021

<sup>1</sup> Visit [Census.gov](https://www.census.gov) and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Rev.: June 2018

Compliance Form No. 004

Broward County Board of  
County Commissioners



**LETTER OF INTENT**  
**BETWEEN BIDDER/OFFEROR AND**  
**COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER**

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: GEN2119058R1

Project Title: General Security Guard Services at Various County Facilities - Group 1

Bidder/Offeror Name: Centurion Security Group, LLC

Address: 13000 SW 120th Street City: Miami State: FL Zip: 33186

Authorized Representative: Edward E. Heflin-EL Phone: 305 964 7651

CBE Firm/Supplier Name: Action Group MGMT, LLC

Address: 7971 Riviera Blvd. Suite 205 City: Miramar State: FL Zip: 33023

Authorized Representative: Freddy Castillo Phone: 954-288-1105

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

**Work to be performed by CBE Firm**

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Administration, Small Business Compliance, Reporting	541611		2 %
			%
			%

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Firm/Supplier Authorized Representative**

Signature: [Signature] Title: President Date: 7/13/2021

**Bidder/Offeror Authorized Representative**

Signature: [Signature] Title: PRESIDENT Date: 7/13/2021

<sup>1</sup> Visit [Census.gov](https://www.census.gov) and select **NAICS** to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Rev.: June 2018

Compliance Form No. 004

**Exhibit E**  
**BUSINESS ASSOCIATE AGREEMENT BETWEEN**  
**BROWARD COUNTY, FLORIDA AND CENTURION SECURITY GROUP, LLC**

This Business Associate Agreement (“BAA”) is entered into by and between Broward County, Florida (“County”), and Centurion Security Group, LLC with its principal office located at 13000 SW 120th St. Miami, FL 33186 (“Business Associate”) (each a “Party,” and collectively the “Parties”), in connection with the Agreement For General Security Guard Services at Various County Facilities (GEN2119058R1/B2, Group 2 – Library Division) (the “Agreement”).

RECITALS

A. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information (“PHI”).

B. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

C. HIPAA, ARRA, and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement.

D. County and Business Associate desire to comply with the requirements of HIPAA, ARRA, and HITECH and acknowledge their respective responsibilities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1: Definitions**

1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.

1.2 “HIPAA Laws” means collectively HIPAA, ARRA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.

1.3 When the term “PHI” is used in this BAA, it includes electronic Protected Health Information (also known as “EPHI”).

1.4 “Penalties” as used in Section 4.21 below is defined as civil penalties that may be applied



to the Business Associate and its workforce members by the Secretary (“Secretary”) of Health and Human Services (“HHS”). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate; and
- f. such other matters as justice may require.

## **Section 2: Effective Dates**

This Agreement shall become effective the earlier of the date the Agreement is executed by the Parties or the date Business Associate begins to receive PHI for purposes of this Agreement (the “Effective Date”).

## **Section 3: Confidentiality**

3.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.

3.2 ☐ If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

## **Section 4: Obligations and Activities of Business Associate**

### Use and Disclosure of PHI

4.1 Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:

- a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
- b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County,

or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

d. Use PHI to provide data aggregation activities relating to the operations of County; and

e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.

4.2 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, the "Conditions on Certain Contracts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA, and related guidance issued by the Secretary from time to time.

4.3 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

#### Administrative, Physical, and Technical Safeguards

4.4 Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of County. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to County, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.

4.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this BAA and the HIPAA Laws.

#### Access of Information; Amendment of Information; Accounting of Disclosures

4.6 Business Associate shall make available to County all PHI in designated record sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

4.7 Business Associate shall make any amendments to PHI in a designated record set as directed or agreed to by County pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by County.

4.8 Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

4.9 Business Associate agrees that, when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1), such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

4.10 Business Associate shall timely document maintain such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days after termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.

4.11 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding section to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 or HIPAA Laws.

#### Notification of Breach

4.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use, or disclosure (collectively and individually, a "Breach") of any Unsecured PHI within twenty-four (24) hours of Business Associate discovering such Breach. "Unsecured PHI" shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A Breach of Unsecured PHI shall be treated as

discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate. In addition, Business Associate's notification under this section shall comply in all respects with each applicable provision the HIPAA Rules and all related guidance issued by the Secretary or the delegate of the Secretary from time to time.

4.13 Business Associate shall submit a written report of a Breach to County within ten (10) business days after initial notification, which shall document the following:

- a. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the Breach;
- b. A brief description of what occurred, including the date of the Breach and the date of the discovery of the breach, if known;
- c. A description of the types of Unsecured PHI that are involved in the Breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.);
- d. A description of what is being done to investigate the Breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the Breach should take to protect himself or herself from potential harm resulting from the Breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, in the discretion of County, a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

4.14 County, in its sole discretion, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose Unsecured PHI has been impermissibly accessed, acquired, used, or disclosed, as well as to the Secretary and the media. Such notification shall be provided as follows:

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.

b. Information may be posted on County's and Business Associate's website(s) where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible access, acquisition, use, or disclosure of Unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.

c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible access, acquisition, use or disclosure of Unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.

4.15 In the event of the impermissible access, acquisition, use, or disclosure of Unsecured PHI in violation of the HIPAA Laws, Business Associate bears the burden of demonstrating that all notification(s) required by Sections 3.10 – 3.12 (as applicable) was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

4.16 Business Associate shall pay the costs of providing all notification(s) required by Sections 4.12 – 4.14 (as applicable) of this BAA.

#### Mitigation of Breach

4.17 Business Associate shall mitigate to the extent possible, at its own expense, any harmful effect that is known to Business Associate of any access, use, or disclosure of Unsecured PHI in violation of the requirements of this BAA or applicable law.

4.18 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose Unsecured PHI in any manner not authorized by this BAA or applicable law.

4.19 Business Associate shall have established procedures to investigate a Breach, mitigate losses, and protect against any future breaches, and shall provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.

4.20 In the event of a Breach, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the Breach and mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate. Business Associate shall pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County determines that the Breach warrants such measures.

4.21 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA Laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate or its agents or employees.

### Available Books and Records

4.22 Business Associate shall make its internal practices and books, related to the Agreement or the BAA, including all policies and procedures required by HIPAA Laws, available to the County Contract Administrator within five (5) business days after execution of the Agreement.

4.23 Business Associate shall make its internal practices, books, and records, including all policies and procedures required by HIPAA Laws, relating to the use and disclosure of PHI received from County or created or received on behalf of County, available to County or to the Secretary or its designee within five (5) business days after request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

### **Section 5: Obligations of County**

5.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.

5.2 County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.

5.3 County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.

5.4 County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

5.5 County may report, at least annually, any impermissible access, use, or disclosure of unsecured PHI by Business Associate to the Secretary as required by HIPAA Laws.

### **Section 6: Term and Termination**

6.1 The term of this BAA shall be effective upon execution by all Parties and shall terminate upon the later of (a) expiration or earlier termination of the Agreement, or (b) return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

6.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County may:

- a. Provide an opportunity for Business Associate to cure the breach within the time

for cure set forth in County's written notice to Business Associate and terminate if Business Associate does not cure the breach within the time specified by County; or

b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or

c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

6.3 Upon expiration or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received, or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.

6.4 If returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI. Business Associate's obligations under this section shall survive termination of this BAA.

## **Section 7: Miscellaneous**

7.1 Amendment. County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.

7.2 Interpretation. Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws. Any inconsistency between the HIPAA Laws, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, and this BAA shall be interpreted in favor of the HIPAA Laws as interpreted by the HHS, the court, or the regulatory agency. Any provision of this BAA that differs from the requirements of the HIPAA Laws, but is nonetheless permitted by the HIPAA Laws, shall be adhered to as stated in this BAA.

7.3 Successors and Assignment. This BAA will be binding on the successors and assigns of County and Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA,  
AND BUSINESS ASSOCIATE CENTURION SECURITY GROUP, LLC**

WHEREAS, the Parties have made and executed this Business Associate Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by its County Administrator, authorized to execute same, and BUSINESS ASSOCIATE, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**BROWARD COUNTY**

BROWARD COUNTY, by and through  
its County Administrator

By \_\_\_\_\_  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
\_\_\_\_\_  
Assistant County Attorney

(Date)



**BUSINESS ASSOCIATE AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA,  
AND BUSINESS ASSOCIATE CENTURION SECURITY GROUP, LLC**

**BUSINESS ASSOCIATE**

BUSINESS ASSOCIATE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notification this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of the \_\_\_\_\_.

Personally Known OR Produced Identification  
Type of Identification Produced

\_\_\_\_\_  
Print Name:  
Notary Public, State of  
Commission No.

Commission Expires:

**Exhibit F**  
**Certification of Payments to Subcontractors and Suppliers**

RLI/Bid/Agreement No. \_\_\_\_\_  
Project Title \_\_\_\_\_

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor Name  
By \_\_\_\_\_  
(Signature)  
By \_\_\_\_\_  
(Name and Title)

STATE OF                    )  
COUNTY OF                )

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
State of Florida at Large (Seal)  
My commission expires:

## **Exhibit G Security Requirements**

### **A. General Security Requirements and Criminal Background Screening:**

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.

2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or [FMsecurity@broward.org](mailto:FMsecurity@broward.org) for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to Contractor and sub-contractor throughout the contract period.

### **B. General Facilities:**

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of Contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with Contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.

2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is Contractor's responsibility and should be included in the bid price. FDLE background checks can be done by Contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>

3. Upon completion of the background check, Contractor must attach a copy of the results to Contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of Contractor will be the "Sponsor" and will either provide Contractor with a Contractor ID Badge Request or assist Contractor in completing an on-line application for the County issued contractor ID badge.

4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by Contractor. When identification badges are ready,

Broward County Security will contact Contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, Contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.

5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.

6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.

7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

**C. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

**D. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for Contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

**E. Other Vendors:**

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

**F. Port Everglades Locations:**

The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than fifteen (15) times in a 90- day period, a permanent identification badge must be obtained and paid for by Contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

1. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port- issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits

must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

2. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. Contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go online to <https://www.tsa.gov/for-industry/twic>.

**G. Water and Wastewater Services (WWS):**

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.

2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.

3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.

4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary, to have Contractor removed and/or file charges against them.

**H. Additional Security Requirements for Parks and Recreation:**

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.

2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be

working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.

3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.

4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.

5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Agreement who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.

6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this Agreement, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this Agreement, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.

7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.

8. County may terminate this Agreement immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this Agreement immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.

9. County may terminate this Agreement for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.