AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

SECURITY ALLIANCE, LLC.

for

GOLDEN ISLES SAFE NEIGHBORHOOD DISTRICT SECURITY SERVICES RFP # FY2011-2012-001

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

SECURITY ALLIANCE, LLC, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CONTRACTOR will provide the CITY with security services for the Golden Isles Safe Neighborhood District as previously approved by the CITY on March 7, 2012. The CONTRACTOR will provide one (1) unarmed, trained, uniformed security guard twenty four (24) hour per day basis, seven days a week, 365 days a year (all holidays included) to operate the guard house in the GISND. Uninterrupted, continuous coverage is required. The CONTRACTOR will also provide one (1) unarmed, trained, uniformed "Rover" security guard and accompanying motor vehicle to patrol the roadways within the district, forty (40) hours a week, fifty two (52) weeks a year.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
TERM

1. The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on October 1, 2015; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law. Total contract terms, including renewals, are five (5) years. The contract will not exceed the expenditure of $161,700 during any fiscal year.

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide:

A. One (1) unarmed, trained, uniformed security guard is required to staff the guard house twenty-four (24) hours per day, seven (7) days a week, 365 days a year (all holidays included). Uninterrupted, continuous coverage is required. No overtime costs will be absorbed by the CITY for regularly scheduled security guards supplied by the CONTRACTOR.

B. One (1) unarmed, trained, uniformed "Rover" security guard and accompanying motor vehicle to patrol the roadways within the District, forty (40) hours a week, fifty two (52) weeks a year. CITY to furnish CONTRACTOR with the days & times when "Rover" security guard is needed.

C. It is the responsibility of the CONTRACTOR to provide and cover employees breaks, including lunches, rest periods, personal needs, etc. while still maintaining the required continuous security services twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

D. Guards are to stand up and face vehicles as they enter the Safe Neighborhood District.

E. The security guards will be required to operate (raise and lower) guard arms for vehicles entering the District, as further described below and ask "May I assist you?"

F. Security guards will be required to constantly monitor the operation of the surveillance system.

G. CONTRACTOR will administer the transponder system for the district to include providing transponder units as needed at their expense.

H. CONTRACTOR will distribute the units to GISND residents upon their request, and update the data on the transponder software at their expense.

Vehicles entering the Visitors Lane will have their license plate tag recorded by a digital video recorder (DVR) placed inside the guardhouse. A television type monitor displays the views of the cameras so the guard may check the proper operation of the camera images/angles at all times. Moreover, the guard is required to routinely check the TV monitor to ensure that clear, crisp images are being recorded by the DVR and captured by each of the cameras. This is accomplished through flipping of switches on the monitor so that the view and clarity of each camera is checked. This routine function must be accomplished hourly to ensure the angles of the cameras and the qualities of the images on the DVR are acceptable. Should such not be the case, the guard is to immediately contact a supervisor.

A written procedure must be in place that guards on duty are alert and that the cameras are being monitored and properly functioning at all times.

The CITY will instruct the CONTRACTOR regarding the operation of the surveillance system. The CONTRACTOR will in turn instruct the guards.

It is not the policy of the CITY to deny entrance to anyone into the Golden Isles Safe Neighborhood District. Therefore, the security guards will not be empowered to deny entrance to anyone. Guards may be requested to walk behind a vehicle in the visitor lane and write down the license plate before raising the gate and permitting the vehicle to proceed. A telephone is provided inside the guardhouse, which may be used, should the need for assistance from the police department be necessary. The telephone is not for personal use; it is for summoning assistance and for answering of questions called into the guard booth. Any personal calls that are billed to the District will be passed on to the CONTRACTOR.

I. The CONTRACTOR will provide its own direct independent and uninterrupted communication link between the guard and the CONTRACTOR'S base of operations.

J. The CONTRACTOR shall be fully responsible for ensuring that the guardhouse interior is kept in a safe, clean and unaltered condition. All property damage to the facility's interior or exterior resulting from the CONTRACTOR and/or guards shall be repaired at the CONTRACTOR'S expense.

K. The telephone in the guard house shall be adjusted for local calling only. The CONTRACTOR is responsible if any long distance calls are made while security personnel

are on duty.

The CONTRACTOR will provide the CITY:

A. Shall provide fully trained, qualified, competent and experienced security guards.

B. Shall have experienced management staff available during the hours that service is being provided. Management shall have the overall responsibility for supervising security. Such management shall be authorized to represent and act for the CONTRACTOR; meet with the City Manager or designee to discuss contract performance to assure satisfactory performance of the contract.

C. Will assure that the security guards are punctual and that the guardhouse is staffed at all times and that all duties are performed per written post orders and contract specifications.

D. Will provide and post the guard work-shift schedule at the guardhouse. The work-shift schedule will be updated immediately when changes occur. Copies of the work-shift schedule will be provided to the CITY. Copies of the post orders shall be filed with the CITY designee. In addition, an ample supply of blank forms will be kept and used to record all events such as unsafe conditions or calls to the Hallandale Beach Police Department. These forms shall also be used to note other information that needs to be brought to the attention of the CITY designee.

E. Will make daily reports regarding the performance of a guard's shift and special reports regarding any problems or incidents during a shift. These reports must be maintained by CONTRACTOR and provided to the CITY, incident reports must be faxed to the CITY designee within twenty-four (24) hours of incident occurrence.

F. Will ensure employees abide by all rules and regulations as set forth by the Districts.

G. Shall be responsible for appearance, conduct and supervision of all security guards. All such personnel under the responsibility of the CONTRACTOR must conduct themselves in a completely respectable manner, observe the doctrines of public servant behavior, be polite, courteous, cooperative and pleasant.

H. The CITY reserves the right to require the immediate replacement of any guard who is found out of uniform or that are grossly violating the appearance standards listed, or for any reason as necessary. Any changes or substitutions in the guards assigned must be made known to the CITY'S designee.

I. Make random and routine checks of on-duty personnel for proper performance of contract requirements. The CITY reserves the right to establish a specific routine check schedule if management checks prove insufficient and inadequate. All management checks will be logged by the CONTRACTOR and made available to the CITY liaison each week for review.

J. Hurricane Evacuation – Any security guard who works in an evacuation zone will be permitted to leave the post once an evacuation order is given. However, the security guard will call the Police Department to advise when he/she will exit the guard house. CITY will be responsible for securing each guard house. Once the evacuation order is lifted, security guards are expected to return to their post.

K. No security guard will leave his/her guard booth until properly relieved of duty.

CONTRACTOR will provide security guards who meet the following minimum standards:

The type of work involved is independent, requiring considerable public contact. Work requires the application of independent judgment and the carrying forth of policies and procedures. Operation of guard gate arms and the monitoring of the operation surveillance equipment are required. Work is performed within general guidelines and is reviewed for compliance with desired results.

L. Proposals submitted by CONTRACTOR; which are hereby incorporated by reference and made part of the agreement by reference

ARTICLE 3
INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any

construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4
PERSONNEL

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5
INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. **MINIMUM SCOPE OF INSURANCE**

A. Commercial General Liability, including:

1. Premises and Operations.
2. Products and Completed Operations.
3. Blanket Contractual Liability,
4. Independent CONTRACTORs.

5. Broad Form Property Damage.

6. Personal Injury Liability.

7. Incidental Medical Malpractice.

8. Fire Legal Liability

B. Auto Liability Insurance

C. Workers' Compensation Insurance.

D. Employer's Liability Insurance.

5.2. **MINIMUM LIMITS OF INSURANCE**

A. Commercial General Liability:

$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability

$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

$100,000 limit per occurrence,

$500,000 annual aggregate for disease,

$100,000 limit for disease of an individual employee.

5.3 DEDUCTIBLES AND SELF-RETENTIONS

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 POLICY PROVISIONS

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale Beach. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. ACCEPTABILITY OF INSURANCE COMPANY

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 VERIFICATION OF COVERAGE

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 COVERAGE CONTINUATION:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTORs shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 6
COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of One Hundred and Sixty One Thousand Seven Hundred Dollars ($161,700) per year for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

Monthly invoices shall be submitted to the CITY designee for review and approval at $13,475 per month, Sergeant Terence Thouez, Hallandale Beach Police Department, 400 S. Federal Hwy, Hallandale Beach, Florida 33009.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

Security Alliance, LLC
8323 NW 12th Street Suite 218
Miami, Florida 33126

6.5 Upon the occurrence of any acts or omissions listed below, deductions may be assessed in Whole or in part, against the Contractor in the amount indicated below, for each occurrence and for each day the occurrence remains uncorrected. In the event that the date of the initial occurrence cannot be established, the assessment will start from the date of discovery until the irregularity is corrected. Except for time and attendance infractions, the Contract Administrator shall provide the CONTRACTOR with written notice of intent to make such assessment against the infractions listed below. These deductions will be deducted against monies due or to become due to the Contractor.

Up to 1% Deduction off Monthly invoices submitted against contract award:

1. The Contractor performs an incomplete or improper background investigation.
2. The Contractor fails to provide full staff coverage in accordance with pages 21-22, sec. XII, "Technical Specifications/Scope of Services" found in the RFP # FY2011-2012-001.

3. The Contractor fails to provide properly trained guards in accordance with page 23, Sec. C, "Service Requirements" found in the RFP # FY2011-2012-001.
4. The Contractor fails to provide properly licensed guards in accordance with page 25, Sec. D, "Security Guards experience and qualification" found in the RFP # FY2011-2012-001.
5. Reassigning a previously suspended guard to any post.
6. If guard abandons an assigned post.

ARTICLE 7

TERMINATION

7.1 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 written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8
MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

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

8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this

section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree 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.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended

at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Sergeant Terence Thouez

400 S. Federal Hwy

Hallandale Beach, FL 33009

FOR CONTRACTOR:

Angel Rosado

8323 NW 12th St Suite 218

Miami, Florida 33126

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 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.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY'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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 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. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth

Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 PAYABLE INTEREST

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit RFP # FY2011-2012-001 is hereby incorporated into and made a part of this Agreement.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation

(Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 7TH, day of MARCH, 20 12, signing by and through its City Manager, duly authorized to execute same, and SECURITY ALLIANCE LLC, signing by and through its OFFICER,

(name of contractor) (title of authorized officer)

duly authorized to execute same.

CITY

ATTEST:

CITY CLERK

CITY OF HALLANDALE BEACH

By

Mark Antonio, CITY Manager

Approved as to legal sufficiency and form by
CITY ATTORNEY

V. Lynn Whitfield, CITY ATTORNEY

Approved for insurance documentation:
Risk Management Division

Jim Buschman, Risk Manager

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

Security Alliance, LLC
(Name of Corporation)

Wendy Ra
(Secretary)

By William A Murphy - Vice-president
(Signature and Title)

(Corporate Seal)

Wendy Ramirez - administrator
(Type Name and Title Signed Above)

WENDY RAMIREZ
MY COMMISSION #DD977391
EXPIRES: APR 11, 2014
Bonded through 1st State Insurance

24 Day of May, 2012.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

NOTARY SEAL