

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Management Services

Bulk Item: Yes No

Department: Administrative Services

AGENDA ITEM WORDING:

Approval of amendment of agreement with Eagle Security to provide security services for the Duck Key Security District.

ITEM BACKGROUND:

This is the second of two one year renewals provided for in the original agreement.

PREVIOUS RELEVANT BOCC ACTION:

Board approved the original contract on 2/21/01 and the first amendment on 3/20/02.

CONTRACT/AGREEMENT CHANGES:

The expiration for this agreement will be changed from 3/31/02 to 3/31/03. The contractor's payment will be increased in accordance with article 8 of the contract by a 2.8% consumer price index, effective 4/1/02.

STAFF RECOMMENDATIONS:

Approval as stated above.

TOTAL COST: \$64,465.47

BUDGETED: Yes No

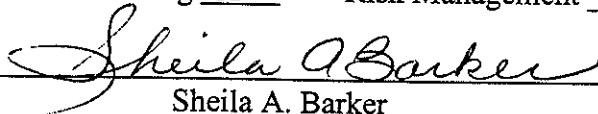
COST TO COUNTY: \$64,465.47

SOURCE OF FUNDS: Special Taxing District Revenue

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


Sheila A. Barker

DOCUMENTATION: Included To Follow _____ Not Required _____

DISPOSITION: _____

AGENDA ITEM # D34

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with: <u>Eagle Security</u>	Contract # _____	Effective Date: <u>04/01/03</u>	Expiration Date: <u>03/31/04</u>
Contract Purpose/Description: <u>Security Services for the Duck Key Security District.</u>			
Contract Manager: <u>Stacey Roberts</u>	<u>4472</u>	<u>OMB/ Stop #1</u>	
(Name)	(Ext.)	(Department/Stop #)	
for BOCC meeting on <u>2/19/03</u> Agenda Deadline: <u>2/5/03</u>			

CONTRACT COSTS	
Total Dollar Value of Contract: \$ <u>64,465.47</u>	Current Year Portion: \$ <u>32,232.74</u>
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: _____
Grant: \$ _____	<u>152-04501-530340-</u>
County Match: \$ _____	_____
ADDITIONAL COSTS	
Estimated Ongoing Costs: \$ <u>n/a</u> /yr	For: _____
(Not included in dollar value above)	(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Sheryl A. Barker</u>	<u>1-22-03</u>
Risk Management	<u>1/21/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>1/21/03</u>
O.M.B./Purchasing	<u>1/22/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/22/03</u>
County Attorney	<u>1/17/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/21/03</u>
Comments: _____				

RENEWAL AGREEMENT

This renewal agreement is made and entered into this 19th day of February, 2003, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA (County) and EAGLE SECURITY COMPANY (Contractor) in order to renew that certain agreement entered into on February 21st, 2001 and renewed on March 20th, 2002.

1. In accordance with Article 2, - TERM, this agreement is hereby renewed for one additional year.
2. Article 8- CONTRACT PRICE for the renewal period is amended to read as follows:

“Article 8- Contract Price:

The owner shall pay the Contractor for security services as described in the Form of Agreement in current funds in the amount of \$64,465.47 (\$62,709.60 plus 2.8% CPI increase of \$1,755.87.) Such sum is in consideration of 4,240 hours of security services at an hourly rate of \$ 15.20 per hour.”

3. The term of this renewal agreement shall commence on April 1, 2003, at 12:01 A.M. and terminate on March 31, 2003 at 12:00 midnight.
4. Monroe County’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners.
5. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
6. In all other respects, the original agreement between the parties dated March 21, 2001 and renewed on March 20, 2002, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

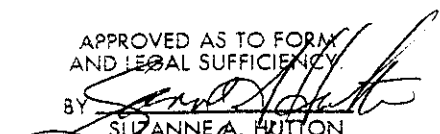
(Seal)
Attest DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

Mayor/ Chairman

EAGLE SECURITY COMPANY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
SUZANNE A. HUTTON
DATE 1/21/03

By: _____

Title: _____

RENEWAL AGREEMENT

This renewal agreement is made and entered into this 20th day of March, 2002, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, (County) and EAGLE SECURITY COMPANY (Contractor) in order to renew that certain agreement entered into on :

1. In accordance with Article 2,- TERM, this agreement is hereby renewed for one additional year.
2. Article 8- CONTRACT PRICE is amended to read as follows:

"Article 8- Contract Price:

The owner shall pay the Contractor for security services as described in the Form Agreement in current funds in the amount of \$62,709.60 (\$61,480.00 plus 2% CPI increase of \$1,229.60). Such sum is in consideration of 4,240 hours of security services at an hourly rate of \$14.79 per hour.

3. The term of this renewal agreement shall commence on April 1, 2002, at 12:01 A.M. and terminate on March 31, 2003 at 12:00 midnight.
4. In all other respects, the original agreement between the parties dated March 21, 2001 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and date first written above.



DANNY L. KOLHAGE, CLERK
 By Jamela Hancock a.c.
 By _____
 Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

[Signature]
 Mayor/Chairman

EAGLE SECURITY COMPANY

By [Signature]
 Title OWNER

MONROE COUNTY, FLA.
 CLK. CIR. CT.
 DANNY L. KOLHAGE
 2002 MAR 28 PM 4: 32
 FILED FOR RECORD

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
 BY [Signature]
 ROBERT N. WOLFE
 DATE 2-8-02

CONTRACT AGREEMENT

THIS AGREEMENT is set forth as of the 21st day of February, 2001 between the Board of County Commissioners of Monroe County, Florida, as the governing body of the Duck Key Security District, hereinafter "Owner" or "County" and the following Contractor:

Name: Eagle Security Company
Address: 4900 Overseas Highway
Marathon, FL 33050
Phone: (305) 743-2822

hereinafter "Contractor" for the purpose of performing all of the services required by the Contract Documents for the following:

SECURITY PATROLS AND SERVICES
Duck Key Security District
Monroe County, Florida

The Owner and the Contractor agree as set forth as follows:

Article 1 - The Contract Documents

The Contract Document consist of this Agreement, the Request for Bids, the Non-Collusion Affidavit, the Insurance Documents, the Sworn Statement under Ordinance No. 10-1990, the Drug-Free Work Place Form, the Specifications and Modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Document appears in Article 5.

Article 2 - Term

- A. The contract shall have a term of 12 months commencing at 12:01 a.m. April 1, 2001 through 12:01 AM, March 31, 2002.
- B. At the end of the first year the County shall have an option of extending this agreement for an additional one year term, which option shall be exercised by written notice at least thirty (30) days prior to December 31, 2001, and shall be documented by agreement amendment executed by both parties. At the end of the additional one-year term, County shall have one more option for an additional one-year term under the same

conditions, thus providing that this agreement shall be for one year with two one-year extension options. The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for Wage Earners and Clerical Workers in Miami, Florida area index and shall be based upon the annual average CPI communication from January 1 through December 31 of the previous year. Increases in the contract amount during each option year period shall be extended into the succeeding years.

- C. The County may cancel this contract for cause with seven (7) days written notice to the Contractor. The Contractor may terminate this contract for cause with fifteen- (15) days written notice to the County. Cause shall constitute a breach of the obligations that either party is required to perform under this contract.

Article 3 - Specifications

- A. The Contractor must submit to the owner a copy of its Class "B" operating license as defined and required under FS 493.
- B. All Security Personnel must have a Class "D" license as defined and required under FS 493.

Security Personnel must be screened for drug usage via a standard pre-employment urine drug test. The Duck Key Security District reserves the right to require periodic random drug testing of Security Personnel.

An examination of each Security Person's driving record from every state where he or she has resided is required. A satisfactory driving record is required of all Security Personnel (not more than three tickets and/or accidents in the past five years and no instances of DUI or DWI).

- C. Security Personnel are specifically prohibited from carrying weapons of any sort to include but not be limited to firearms, batons (nightsticks), stun guns and chemical weapons (i.e. mace).
- D. Security Personnel do not have arrest or detention authority and must refrain from any action, which may jeopardize a "legal" arrest by qualified law enforcement officers.
- E. Security vehicles (automobiles required) must be equipped with driver's side spotlight, with amber flashing light, distinct logo prominently displayed preferably indicating "Duck Key Security" as allowed under present state licensing parameters, cellular telephone and two-way radio

communication equipment allowing immediate communication with the Contractor's base station.

- F. In no case shall security vehicles be operated at speeds beyond the local posted limits. Security vehicles are specifically prohibited from engaging in pursuit driving and/or high-speed response to emergencies.
- G. Uniforms of a design to closely resemble a police all Security Personnel will wear uniform.
- H. Reflective, adhesive stickers will be provided by the Contractor for identification of vehicles of residents of the Duck Key Security District. The contractor shall also make available to residents guard hours and phone numbers for: guard, supervisors, sheriff's office and stickers for telephones.

Article 4 – Scope of Operations

The contractor will provide on-site security services on the following schedule:

- A. Daily 9:00 PM to 5:00 AM Monday through Friday, unless otherwise agreed by the parties.
- B. Friday, Saturday and Sunday 9:00 AM to 5:00 PM and 9:00 PM to 5:00 AM, unless otherwise agreed by the parties.
- C. Holidays - Thanksgiving, Christmas, New Year's Day, Memorial Day, 4th of July and Labor Day - 9:00 AM to 5:00 PM and 9:00 PM to 5:00 AM. Approximately 80 hours per week (time and ½ for holidays).
- D. A minimum of four- (4) drive through circuits of the entire Duck Key Security District will be provided each eight- (8) hour shift.
- E. Door checks of all unoccupied residences will be made at least once every thirty- (30) days with a minimum of twenty (20) random door checks provided each eight- (8) hour shift. All door checks will be noted in the daily patrol report, unless otherwise agreed by the parties.
- F. Daily patrol reports will be in duplicate. One copy to be retained by the Contractor. One copy be provided to a designate of the Duck Key Security District Advisory Board.

- G. Security Personnel will be expected to report any unusual activity, remove trespassers, quiet noisy parties, and direct emergency vehicle and/or traffic and questions suspicious activity. Contact with the Sheriff's office will be made anytime situations occur which, in the judgment of Security Personnel, fall outside these outlines parameters, or when obvious illegal activity has taken place.
- H. Excess water usage notifications found at unoccupied residences will be forwarded directly to the property owner by the Contractor.
- I. Additional security services may from time to time be requested by the Duck Key Security District Advisory Board. Any such additional security requests shall be billed at the normal hourly rate as specified in the contract.

The Duck Key Security District reserves the right to contract with other vendors or agencies from time to time for additional security services (ie. off-duty Sheriff's Deputies, Marine Patrol Officers or other private security service providers). Individual residents of the Duck Key Security District may also contract for additional security services directly with the Contractor or any other vendor of their choice.

- J. Security Personnel will not enter an unoccupied residence without an accompanying Sheriff's Deputy.

Article 5 - Contract Documents

The Contract Documents which comprise the entire agreement between the Owner and the Contractor consist of the following:

1. This Agreement
2. Request for Proposals
3. Non Collusion Affidavit
4. Insurance Documents
5. Sworn Statement under Ordinance No. 10-1990
6. Drug Free Workplace Form

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the Request for Bid.

Article 6 - Miscellaneous

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty of responsibility under the Contract Documents.

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in the respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 7 – Other Provisions

In cases of conflict within the described Contract Documents in Article 5 of the Form of Agreement, the order of precedence shall be as follows:

1. This Agreement
2. Request for Bids
3. Scope of Operations
4. Specifications

Article 8 – Contract Price

The Owner shall pay the Contractor for security services as described in the Form Agreement in current funds in the amount of Sixty One Thousand Four Hundred and Eighty And 00/100 dollars (\$61,480.00). Such sum is in consideration of 4,240 hours of security services at an hourly rate of \$14.50 per hour.

Article 9– Payment Procedures

The Contractor will submit a monthly invoice for security services provided during the preceding month. Upon submittal of said invoice the Owner shall pay the total amount invoiced as recommended by the Owner's designated representative.

Article 10 – Indemnification and Hold Harmless Agreement

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor occasioned by the negligence or other wrongful act or omission of the Contractor's liability to indemnify employees, or agents. The Contractor's liability to indemnify the County shall extend to intentional acts of the Contractor. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

IN WITNESS WHEREOF, the Owner and Contractor has signed this Agreement in triplicate, one counterpart each has been delivered to the Owner, Contractor and the Duck Key Security District Advisory Board. All portions of the Contract Documents have been signed or identified by the Owner and Contractor.

This Agreement will be effective 12:01 AM, April 1st, 2001.

(SEAL)
ATTEST: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

CONTRACTOR

Gacey C Roberts
Witness
David P. Owens
Witness

By _____
By *Joseph D Ferriandes*
Name Joseph D Ferriandes
Title OWNER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY *Suzanne A. Hutton*
SUZANNE A. HUTTON
DATE 3/12/01

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Cash Security warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

[Signature]
(signature)

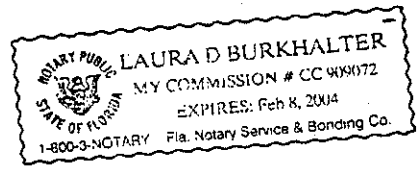
Date: 7th February, 2001

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Joseph D. Fernandes who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 8th day of February, 2001.

[Signature]
NOTARY PUBLIC

My commission expires: 2/8/04



NON-COLLUSION AFFIDAVIT

I, Joseph D. Fernandes SC of the city
of MIAMI, FL according to law on my oath, and under
penalty of perjury, depose and say that;

1) I am Joseph D. Fernandes, the bidder making the
Proposal for the project described as follows:

Duck Key Security Dis.

2) The prices in this bid have been arrived at independently without collusion,
consultation, communication or agreement for the purpose of restricting competition, as
to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid
have not been knowingly disclosed by the bidder and will not knowingly be disclosed by
the bidder prior to bid opening, directly or indirectly, to any other bidder or to any
competitor; and

4) No attempt has been made or will be made by the bidder to induce any other
person, partnership or corporation to submit, or not to submit, a bid for the purpose of
restricting competition;

5) The statements contained in this affidavit are true and correct, and made with
full knowledge that Monroe County relies upon the truth of the statements contained in
this affidavit in awarding contracts for said project.

STATE OF Florida

[Signature]
(Signature of Bidder)

COUNTY OF Monroe

2/8/01

DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

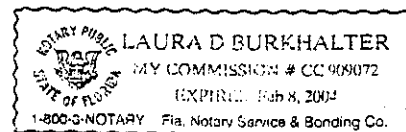
Joseph D. Fernandes who, after first being sworn by me, (name of
individual signing) affixed his/her signature in the space provided above on this

8th day of February 2001.

[Signature]
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #1



DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Eagle Security Co.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]
Bidder's Signature

1-7-2001

Date