



MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY		
Contract with: <u>Keys Security Inc.</u>	Contract # _____	
	Effective Date: <u>May 1, 2011</u>	
	Expiration Date: <u>April 30, 2012</u>	
Contract Purpose/Description: <u>Security and patrol services for the Duck Key Security District.</u>		
Contract Manager: <u>Alice Steryou</u>	<u>4453</u>	<u>OMB Stop # 1</u>
(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on <u>5/18/2011</u> Agenda Deadline: <u>5/3/2011</u>		

CONTRACT COSTS		
Total Dollar Value of Contract: \$	Not to exceed <u>\$60,000.00</u>	Current Year Portion: \$ _____
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: <u>152-04501-530340-</u>	_____
Grant: \$ _____	_____	_____
County Match: \$ _____	_____	_____
	_____	_____
ADDITIONAL COSTS		
Estimated Ongoing Costs: \$ _____/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	<u>4/14/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/14/11</u>
Risk Management	<u>4-7-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4-7-11</u>
O.M.B./Purchasing	<u>4/6/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4-7-11</u>
County Attorney	<u>4/5/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>4/5/11</u>
Comments: _____				
_____				
_____				
_____				

**FIRST RENEWAL AGREEMENT**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of May 2010, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "County"), and Keys Security Inc. (hereinafter called the "Contractor").

WHEREAS, on May 19<sup>th</sup>, 2010, the parties entered into a one (1) year agreement for security patrols and services for the Duck Key Security District, commencing on the 1<sup>st</sup> day of May, 2010 and ending on the 30<sup>th</sup> of April, 2011. The County has an option of renewing this contract for two (2) additional one (1) year terms; and

WHEREAS, the agreement still has one option for an additional one year term; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree to renew the existing agreement as follows:

1. In accordance with Paragraph 4 of the 2010 agreement, the County hereby exercises it's option to renew the agreement for additional one-year term beginning May 1, 2011 and ending April 30, 2012.
2. The Contract amount agreed to herein shall be adjusted in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve months available.
3. In all other respects, the agreement entered May 19, 2010 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

MONROE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Danny L. Kolhage  
Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of  
County Commissioners

BY \_\_\_\_\_  
Mayor Heather Carruthers

KEYS SECURITY INC.

BY \_\_\_\_\_ *[Signature]*

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*[Signature]*  
SUZANNE A. HUTTON  
COUNTY ATTORNEY  
4/15/11

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ATTEST:

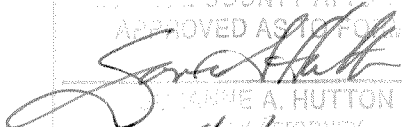
\_\_\_\_\_  
 Danny L. Kolhage  
 Clerk of the Circuit Court and  
 Ex-Officio Clerk of the Board of  
 County Commissioners

MONROE COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 MONROE COUNTY, FLORIDA

BY \_\_\_\_\_  
 Mayor Heather Carruthers

KEYS SECURITY INC.

BY \_\_\_\_\_  


MONROE COUNTY ATTORNEY  
 APPROVED AS TO FORM:  
  
 KEVIN A. HUTTON  
 ATTORNEY  
 4/5/11

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Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of  
County Commissioners

BY \_\_\_\_\_  
Mayor Heather Carruthers

KEYS SECURITY INC.

BY \_\_\_\_\_  
*[Handwritten Signature]*

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
*[Handwritten Signature]*  
SUZANNE A. HUTTON  
COUNTY ATTORNEY  
4/5/11

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County Commissioners

BY \_\_\_\_\_  
Mayor Heather Carruthers

KEYS SECURITY INC.

BY \_\_\_\_\_  
*[Handwritten Signature]*

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*[Handwritten Signature]*  
SIZANNE A. HUTTON  
COUNTY ATTORNEY  
4/5/11

## **Steryou-Alice**

---

**From:** robin neville <nevi1688@bellsouth.net>  
**Sent:** Tuesday, March 29, 2011 10:45 AM  
**To:** Steryou-Alice  
**Cc:** robin neville  
**Subject:** Re: Keys Security Contract

COPY

I, Tom Neville have approved the extension of the Keys Security Contract for one more year.  
Thank You,  
Tom Neville, Chairman of the Duck Key Security Advisory Board

----- Original Message -----

**From:** Steryou-Alice  
**To:** [Nevi1688@bellsouth.net](mailto:nevi1688@bellsouth.net)  
**Cc:** [Kipp-Penny](mailto:Kipp-Penny)  
**Sent:** Monday, March 28, 2011 10:42 AM  
**Subject:** FW: Keys Security Contract

Tom,  
Were you able to bring this up at the last Duck Key Advisory Board Meeting, and what was the outcome? Our agenda deadline will be next week, so we need time to prepare.  
Let us know.  
Thanks,

Alice Steryou

Budget Analyst  
Monroe County BOCC  
Office of Budget and Finance  
1100 Simonton Street, Suite 2-213  
Key West, FL 33040  
Phone: (305) 292-4453 Fax: (305) 292-4515  
[steryou-alice@monroecounty-fl.gov](mailto:steryou-alice@monroecounty-fl.gov)

**From:** Steryou-Alice  
**Sent:** Friday, February 25, 2011 11:52 AM  
**To:** 'Nevi1688@bellsouth.net'  
**Subject:** Keys Security Contract

Tom,  
See attached letter.

Alice Steryou

Budget Analyst  
Monroe County BOCC  
Office of Budget and Finance  
1100 Simonton Street, Suite 2-213  
Key West, FL 33040  
Phone: (305) 292-4453 Fax: (305) 292-4515  
[steryou-alice@monroecounty-fl.gov](mailto:steryou-alice@monroecounty-fl.gov)

COPY

**CONTRACT**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of May 2010, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "County"), and Keys Security Inc. (hereinafter called the "Contractor").

WHEREAS, The Duck Key Security Advisory Council is desirous of having a contractor for security patrols and services in the security district; and

WHEREAS, The Monroe County Board of County Commissioners as the governing body of County is authorized to enter into contracts on the Advisory Board's behalf; and

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT

The contract between the County and the Contractor, of which this agreement is a part, consists of the contract documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with all required insurance documentation, the response to Request for Bid (RFB), and the RFB, including but not limited to, the general terms, and conditions in Section 2. In the event of a discrepancy between the documents, those most favorable to the County shall prevail.

2. SCOPE OF THE WORK

The contractor shall provide Security and Patrols service as described in Attachment A in the Duck Key Security District for the County. Additional security services shall be provided by the contractor which may from time to time be requested by the Duck Key Security District Advisory Board. Any such additional security services shall be billed at the normal hourly rate specified in paragraph 3.A. The District Board will document the authorization for additional hours in writing and said documentation shall be submitted by Contractor with the relevant invoices. The contractor warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards as a minimum requirement:

A. Staffing

The Contractor shall maintain adequate staffing levels to provide the services required. The Contractor shall provide at its own expense all necessary personnel to provide the services under this contract. The personnel shall not be employees of, or have any contractual relationship, with the County or the Duck Key Security District. All personnel engaged in performing services under this contract shall be fully qualified, and authorized or permitted under State and local law to perform such services.

B. Contractor's Records

- 1) The contractor shall maintain financial records in accordance with generally accepted accounting principles. An annual financial report audited and certified by a licensed Certified Public Accountant shall be provided to the County Clerk within one hundred twenty (120) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided under this contract. Notes to the Financial statements shall disclose noncompliance with the requirements of this contract concerning conflict of interests.
- 2) The contractor shall also record and maintain statistical data concerning the security patrols and services, and such additional information as may be required by the County. A quarterly report shall be submitted to the County Administrator.
- 3) The Contractor shall retain all records pertaining to this contract for a period of five (5) years after the termination of this contract.
- 4) The County, the Clerk, the State Auditor General, and agents thereof shall have access to Contractor's books, records, and documents required by this contract for the purposes of inspection or audit during normal business hours, at the Contractor's place(s) of business.

3. PAYMENTS TO THE CONTRACTOR

- A. The contract is for \$46,720.00 based on the number of hours worked at the rate of \$16.00 per hour. Contractor shall be compensated for those additional hours required by the District Board and which are within the annual budget of this contract; the total of all payments, including the routine security and the additional hours shall not exceed \$60,000.00. Monroe County's performance and obligation to pay under the contract is contingent upon an annual appropriation by the BOCC.
- 1) The contractor shall submit to the County a monthly invoice for services provided during the preceding month with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.
  - 2) The invoice will include a record of employee time worked and will differentiate time worked at the normal rate, time worked at the additional services rate at the request of the advisory board.
  - 3) Upon receipt of the contractor's invoice in the proper form as stipulated above and upon acceptance by the Clerk, Monroe County will make payment in accordance with the Local Government Prompt Payment Act.

4. TERM OF CONTRACT

The term of this contract is for one year, commencing on May 1, 2010, at 12:01 A.M. County has the option of renewing this contract for two (2) additional one-year terms. County shall provide Contractor at least thirty (30) days notice of its intent to renew. The Contract amount agreed to herein shall be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve months available.

#### 5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the security district for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who in any event shall be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.
- D. The Contractor agrees that the County Administrator may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.
- E. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

#### 6. HOLD HARMLESS AND INSURANCE

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Lessee shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses (including, without limitation, costs of remediation and costs of additional security measures that the Federal Aviation Administration, the Transportation Security Administration or any other governmental agency requires by reason of, or in connection with a violation of any federal law or regulation, attorneys' fees and costs, court costs, fines and penalties)

that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Lessee or any of its employees, agents, contractors or other invitees on the Airport during the term of this AGREEMENT, (B) the negligence or willful misconduct of Lessee or any of its employees, agents, contractors or other invitees, or (C) Lessee's default in respect of any of the obligations that it undertakes under the terms of this lease, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than CONTRACTOR). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this lease, this section will survive the expiration of the term of this lease or any earlier termination of this lease. The first ten dollars (\$10.00) of remuneration is consideration for the indemnification provided above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. This provision shall survive the cancellation or termination of this Agreement.

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance as required in the Request for Bid. All insurance shall be from companies licensed to do business in the State of Florida and having an A.M. rating of VI or better. The insurance shall be maintained during the term of the contract. Monroe County shall be listed as an additional insured on the General Liability And Vehicle policies.

#### 7. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find the Contractor or any of his employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

#### 8. ASSURANCE AGAINST DISCRIMINATION

Contractor agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7)

The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may to the parties to, or the subject matter of, this Agreement.

#### 9. ASSIGNMENT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

#### 10. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

#### 11. DISCLOSURE AND CONFLICT OF INTEREST

A. Covenant of No Interest. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 1212.311, et. seq., Florida Statutes.

B. Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

C. No Solicitation/Payment. The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person,

company, corporation, individuals, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, ~~of~~ to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration

#### 12. NO CREDIT

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

#### 13. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Roman Gastesi  
Monroe County Administrator  
1100 Simonton Street  
Key West, FL 33040

and

Suzanne Hutton  
County Attorney  
1111 12<sup>th</sup> Street, Suite 408  
Key West, FL 33040

FOR CONTRACTOR:

Simon Leird  
Keys Security Inc.  
2860 Dolphin Drive  
Marathon, FL. 33050

#### 14. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

#### 15. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a

waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

#### 16. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such function and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

#### 17. LEGAL OBLIGATIONS AND RESPONSIBILITIES

**Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

#### 18. TERMINATION

- A. The County may terminate this contract for cause with seven (7) days notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
- B. Either of the parties hereto may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

#### 19. GOVERNING LAWS, VENUE

This agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs. This Agreement is not subject to arbitration. Mediation shall be held according to the rules prescribed by the 16<sup>th</sup> Judicial Circuit, Monroe County, Florida.

#### 20. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

21. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug Free Workplace Statement.

22. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

23. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

24. ACCESS TO RECORDS

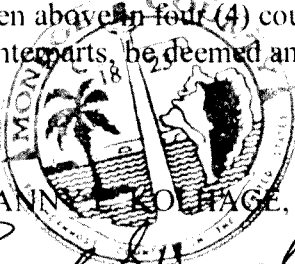
The Contractor and County shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor and County in connection with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

25. SECTION HEADINGS

Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**The remainder of this page has been intentionally left blank.**

IN WITNESS WHEREOF the parties hereto have executed the Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.



(SEAL)

Attest: DANNY L. COLTRANE, CLERK

By: *Carmela Hancock*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *Sylvia J. Murphy*  
Mayor/Chairman

(SEAL)

Attest:

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

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

CONTRACTOR

By: *[Signature]*

Title: Owner

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

WITNESS

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

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*Pedro Meneses*  
PEDRO MENESES  
ASSISTANT COUNTY ATTORNEY  
Date: 5/3/10

## ATTACHMENT A

### 1. Specifications

The Contractor must submit to the owner a copy of its Class "B" operating license as defined and required under Florida Statute 493.

All security personnel must have a class "D" license as defined and required under Florida Statute 493.

Security personnel must be screened for drug usage via a standard pre-employment urine drug test. The Owner and 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).

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, pepper spray).

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.

Security vehicles (automobiles required ) must be equipped with driver's side spotlight, 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.

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.

All security personnel will wear uniforms designed to closely resemble a police officer.

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 guard hours and phone numbers available to residents for: guard, supervisors, and sheriff's office. Contractors will include telephone stickers with appropriate information to be available to all residents in the district.

### 2. Scope of Services

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

Daily 9:00 P.M. to 5:00 A.M. seven (7) days per week unless otherwise agreed to by the parties.

A minimum of four (4) drive through circuits of the entire Duck Key Security on the four residential islands will be provided for each eight (8) hour shift.

Up to 15 door checks per night only to residents requesting that such door checks be made. Door checks to be requested in writing. Address of door checks to be noted in daily report.

Daily patrol reports made in duplicate, one copy will be delivered to a designee of the Duck Key Security Advisory Board and copy to be retained by the Contractor.

Security personnel will be expected to report any unusual activity, remove trespassers, quiet noisy parties, and direct emergency vehicle and/or traffic and question suspicious activity. Contact with the Monroe County Sheriff's office will be made anytime situations occur which, in the judgment of security personnel, fall outside these parameters when obvious legal activity has taken place.

Excess water usage notifications found at an unoccupied residence will be forwarded directly to the property owner by the contractor.

Additional security services may from time to time be requested by the Duck Key Security District Advisory Board. Any such additional security services 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 (i.e. Off-duty Sheriff's Deputies, Marine Patrol Officers or other private security providers). Individual residents of the Duck Key Security District may also contract for additional security services either directly with the contractor or within a vendor of their choice.

Security personnel will not enter an unoccupied residence without an accompanying Monroe County Sheriff's Deputy.

Contractor to provide up to eight electronic check-in stations to be placed in mutually agreed locations throughout the four (4) residential islands to be activated each time a circuit is made.

Patrol cars to display a sign "Duck Key Security". Patrol cars to carry a first aid kit, "throwable" personal floatation device with suitable length of rope, fire extinguisher and a key for shutting off Aqueduct Authority residential water valve.

Either party may cancel the contract upon sixty (60) days written notice.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
01/06/09

PRODUCER Morgan Insurance Group  
13155 SW 42nd Street, Suite #107  
Miami, FL 33175  
Phone (305)222-9001

Fax (305)222-9006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED KEYS SECURITY, INC  
10897 7th Ave Gulf  
MARATHON, FL 33050-  
(305) 684-0033

RECEIVED  
JAN 10 2009

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	NAUTILUS INS COMPANY	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

### COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCL PROFESSIONAL <input checked="" type="checkbox"/> EXCL ASSAULT/BATT GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1008049	09/08/2010	09/08/2011	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG 1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER:				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

*M. Shui*  
10-20-10  
*Org: Bell*  
*cc: Jelle*  
*OMB*

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LOCATION 2360 DOLPHIN DR MARATHON, FL 33050  
CERTIFICATE HOLDER IS ALSO ADDL INSURED

### CERTIFICATE HOLDER

MONROE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
1100 SIMONTON ST  
KEY WEST, FL 33040

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


*[Signature]*

JAN 21 2010

OMB

**DANNY L. KOLHAGE**  
**CLERK OF THE CIRCUIT COURT**

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**DATE:** May 21, 2010  
**TO:** Tina Boan, Sr. Budget Director  
**ATTN:** Emie Coughlin  
**FROM:** Pamela G. Hancock  P.C.

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At the May 19, 2010, Board of County Commissioners meeting the Board granted approval to award bid and authorized execution of a Contract between Monroe County and Keys Security Inc. for an amount not to exceed \$60,000.00 per year at the rate of \$16.00 per hour for Security Patrols and Services in the Duck Key Security District.

Enclosed is a duplicate original of the above-mentioned for your handling. Should you have any questions, please do not hesitate to contact our office.

cc: County Attorney via e-mail  
Finance via e-mail  
File