

SUBJECT TO FORM APPROVAL BY CITY ATTORNEY'S OFFICE

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
FPI SECURITY SERVICES, INC
FOR
SECURITY OFFICER SERVICES PURSUANT TO
RFP 2020-007-JC**

This Professional Services Agreement ("Agreement") is entered into this _____ day of _____, 2020, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **FPI SECURITY SERVICES, INC.**, a Florida corporation, whose address is 1771 N Flamingo Road, Pembroke Pines, FL 33028 ("Contractor").

SECTION 1 **DEFINITIONS**

Agreement: This Agreement between the City and Contractor, including the Proposal Documents as defined herein, and any exhibits and amendments to this Agreement.

City Manager: The chief administrative officer of the City.

Contract Administrator: The Contract Administrator for the City shall be the City's Police Department Assistant Chief, Paul Acosta.

Contractor: For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Contractor as compensation for Services.

Proposal Documents: Proposal Documents shall mean City of Miami Beach Request for Proposals No. 2020-007-JC for Security Officer Services, together with all amendments thereto, issued by the City in contemplation of this Agreement (the "RFP"), and the Contractor's proposal in response thereto (the "Proposal"), all of which are hereby adopted by reference and incorporated herein as if fully set forth in this Agreement. Accordingly, Contractor agrees to abide by and be bound by any and all of the Proposal Documents; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: (i) this Agreement; (ii) the RFP; and (iii) the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139: telephone number (305) 673-7000, Ext. 6435: and fax number (305) 6737023.

SECTION 2

SCOPE OF SERVICES (SERVICES)

2.1 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Appendix C and D, "Minimum Requirements, Scope of Services" and "Special Conditions" respectively, of the RFP and as requested and/or assigned by the City's Contract Administrator (the "Services").

2.2 Contractor's Services, and any deliverables incident thereto, shall be completed in accordance with the specifications of each request and/or assignment from the Contract Administrator and this Agreement.

2.3 Non-displacement of Qualified Workers. Contractor shall offer a right of first refusal of employment to those service employees that are employed under the predecessor contract ("Predecessor Employees"), and whose employment will end as a result of the award of this Agreement. Any question concerning an employee's qualifications shall be decided based upon the individual's education, employment history, with particular emphasis on the Predecessor Employee's experience under the predecessor contract and employment screening processes. Contractor is not required to offer employment to any Predecessor Employee who: (1) will be retained by the predecessor contractor; or (2) who the Contractor reasonably believes, based on the particular Predecessor Employee's past performance or employment screening, that said Predecessor Employee has failed to perform suitably on the job.

In the event that the Contractor employs fewer service employees than the predecessor contractor employed in connection with performance of the Services, the Contractor need not offer employment under this Agreement to all Predecessor Employees under the predecessor contract, and instead may offer employment only to the number of qualified Predecessor Employees who Contractor reasonable believes will be necessary to meet its anticipated staffing needs under this Agreement. However, where Contractor does not initially offer employment to all of the Predecessor Employees, Contractor's obligation to offer a right of first refusal of employment shall continue for 90 days after the Contractor's first date of performance under this Agreement.

Within one hundred twenty (120) days from the Contractor's first date of performance under this Agreement, the Contractor shall furnish to the City's Contract Administrator a certified list of the names of all Predecessor Employees working under this Agreement at the time the list is submitted.

SECTION 3

TERM

The term of this Agreement (Term), shall have an initial Term of three (3) years, with two (2) one (1) year renewal options, to be exercised at the City Manager's sole option and discretion (collectively the "Term"), by providing Contractor with written notice of same no less than thirty (30) days prior to the expiration of the initial Term.

In the event that the Agreement is held over beyond the Term, it shall only be from a month to month basis only and shall not constitute an implied renewal of the Agreement. Said month to month extension shall be upon the same terms of the Agreement and at the same compensation payment provided herein.

SECTION 4 FEE

4.1 In consideration of the Services to be provided, Contractor shall be compensated as reflected in Exhibit A attached hereto (the "Fee"). The Fee shall be fixed during the Term, including any renewal options which may be exercised, if at all, at the City Manager's sole option and discretion.

4.2 COST ESCALATION/CONTRACTOR TERMINATION RIGHT

Notwithstanding the foregoing paragraph, the Fee may be subject to a cost escalation if labor costs increase as a direct result of an unforeseen governmental mandate, such as increases in payroll taxes, healthcare mandates, living wage increases and other similar labor related governmental mandates ("Cost Escalation"). In such a case, Contractor shall notify the City, in writing, of its request for a Cost Escalation and the City shall consider such a request. The City Manager and Contractor shall negotiate, in good faith, an equitable increase in the Fee, subject to funding availability. If the parties cannot reach an agreement within thirty (30) days, Contractor may terminate the Agreement, upon providing the City with a minimum of one hundred eighty (180) days advance written notice.

4.3 INVOICING

Contractor shall invoice the City on a monthly basis for the prior month for which services have been rendered.

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Account Payables Division: Payables@miamibeachfl.gov

SECTION 5 TERMINATION

5.1 TERMINATION FOR CAUSE

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its

City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to

exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Contractor. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all such costs, judgments, and

attorney's fees which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- B. Comprehensive General Liability (occurrence form), limits of liability **\$ 1,000,000.00** per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- C. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- D. Umbrella Liability - \$ 5,000,000.00

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies

regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

6.3 PERFORMANCE BOND

The vendor to whom a contingent award is made shall duly execute and deliver to the City a Performance and Payment Bond, attached hereto as Exhibit (C) in an amount that represents 100% of the vendor's offer price. The Performance and Payment Bond Form supplied by the City shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the City within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the City shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender its offer guaranty/bid bond, and the City shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (2007) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. The surety company is licensed to do business in the State of Florida;
2. The surety company holds a certificate of authority authorizing it to write surety bonds in this state;
3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the City of Miami Beach will be acceptable. All interest will accrue to the City of Miami Beach during the life of this contract and/or as long as the funds are being held by the City.

The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

SECTION 7

LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8

LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

[INTENTIONALLY OMITTED]

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM — 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement. City is responsible for any cost of audit unless the audit identifies overcharges that are greater than 5% of the total amount of the contract, in such event Contractor shall reimburse the City for those overcharges plus the cost of the audit.

10.2 [INTENTIONALLY OMITTED]

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

10.3.1 Contractor may subcontract to qualified security guards/firms, with the prior written approval By the City Manager, when requested to provide additional guards for special/major events or on an "as needed" basis.

Should the Contractor provide security guards employed by a sub-contractor, the Contractor will be required to provide a Labor and Materials (Payment Bond), in the amount of \$100,000. The Contractor will also provide an Employee Dishonesty Bond in the amount of \$25,000. Additionally, the City reserves the right to deduct payment(s) in an amount specified in the bid/contract documents for either non-qualified security guard, and/or for unsatisfactory performance in accordance with the specified Terms and Conditions of the RFP.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, or age.

10.6 CONFLICT OF INTEREST

The Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, Contractor shall not knowingly employ any person having such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Contractor's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Contractor does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

10.8 LIVING WAGE REQUIREMENT

Pursuant to Sections 2-407 thru 2-410 of the Miami Beach City Code ("Living Wage Ordinance"), as same may be amended from time to time, Contractor shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- \$11.78/hr with health benefits; or \$15.00/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission, be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics, in which case Contractor shall be required to pay its

employees such adjusted Living Wage rate under this Agreement. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Contractor's failure to comply with this provision shall be deemed a material breach under this Agreement, entitling the City to terminate this Agreement immediately, without further liability to the City, and/or may further subject Contractor to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Any payroll request made by the City during the contract term shall be submitted electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).

SECTION 11

NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CITY:

Paul Acosta, Assistant Chief of Police
MIAMI BEACH POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE
1100 Washington Avenue, Miami Beach, FL 33139
paulacosta@miamibeachfl.gov

TO CONTRACTOR:

FPI Security Services
1771 N Flamingo Road
Pembroke Pines, FL 33028
Attn: Daniel Gonzalez
dgonzalez@fpisecurity.com

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which

notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 ENTIRETY OF AGREEMENT

The City and Contractor agree that this document, inclusive of the RFP, any addenda to the RFP, and the Contractor's proposal, as well as any exhibits and amendments to the documents referenced, is the entire Agreement between the parties. This Agreement supersedes all negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the referenced documents. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

SECTION 13

INSPECTOR GENERAL AUDIT RIGHTS

1. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
2. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor

City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

3. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
4. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
5. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
 - i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
6. The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY: **CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: _____
Rafael E. Granado, City Clerk

By: _____
Dan Gelber, Mayor

Date: _____

Date: _____

FOR CONTRACTOR: **FPI SECURITY SERVICES, INC.**

ATTEST:

By: _____
Signature Secretary

Signature President

Print Name

Print Name

Date: _____

Date: _____

To be Inserted:

EXHIBIT A – Billing Rates

EXHIBIT B – Payment and Performance Bond form

DRAFT

EXHIBIT A
BILLING RATES

Group A: Routine Rates			
Item	Description	U/M	Rate
1	Security Officer Level I	Hourly	\$21.03
2	Security Officer Level II	Hourly	\$21.35
3	Security Officer Level III	Hourly	\$22.72
4	Security Officer Level IV	Hourly	\$23.33
5	Security Officer Level V	Hourly	\$24.14
6	Bicycle – Monthly	Each	\$55.00
7	Bicycle – Daily	Each	\$25.00
8	Golf Cart – Monthly	Each	\$240.00
9	Golf Cart Daily	Each	\$40.00
Group B: Emergency and Special Events Rates			
Item	Description	U/M	Rate
10	Security Officer Level I	Hourly	\$24.99
11	Security Officer Level II	Hourly	\$24.99
12	Security Officer Level III	Hourly	\$26.99
13	Security Officer Level IV	Hourly	\$26.99
14	Security Officer Level V	Hourly	\$28.99
15	Vehicle – Daily Rate	Each	\$70.00
16	Bicycle – Daily Rate	Each	\$25.00
17	Golf Cart – Daily Rate	Each	\$40.00