

## Board of County Commissioners Agenda Request

**Date of Meeting:** February 20, 2018

**Date Submitted:** January 23, 2018

**To:** Honorable Chairperson and Members of the Board

**From:** Dee Jackson, Interim County Administrator

**Subject:** Approval of Contract with I.F.W. Security, LLC to Provide Security Services at the Edward J. Butler Building

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### **Statement of Issue:**

This item seeks approval of a contract with I.F.W. Security, LLC to provide security services at the Butler Building during hours of operation.

### **Background:**

At the January 16, 2018 meeting, the Board approved I.F.W. Security LLC to secure the Butler Building, by having an armed first responder to be stationed on the first floor by the elevator. The Board requested that the contract be brought back to the Board for approval.

### **Analysis:**

I.F.W. Security LLC provided the lowest price per hour. The company is in good standing with the State of Florida Division of Corporations and is up to date with all the requirements.

### **Fiscal Impact:**

At a rate of \$16.00 per hour, the cost for FY18 is estimated to be \$24,000; assuming guard is placed by the end of this month. The cost will be paid out of the Facilities Maintenance Department.

### **Options:**

1. Approve the contract with I.F.W. Security, LLC to provide an armed security guard at the Butler Building and authorize the Chairperson to execute the necessary documents.
2. Do not approve.
3. Board direction.

**Interim County Administrator's Recommendation:**

Option 1

**Attachment(s):**

Contract with I. F.W. Security LLC

## **AGREEMENT FOR SECURITY GUARD SERVICES**

THIS AGREEMENT, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and I.F.W. SECURITY, LLC., a Florida limited liability company authorized to transact business in Florida (the "Contractor").

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida, that the County be able to utilize the services of private parties when such services cannot be reasonably provided by the County; and

WHEREAS, the County has a need for security guard services at the Edward J. Butler Governmental Complex; and

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida to contract for these services rather than hiring the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the most qualified contractor and lowest cost for these services, the County solicited proposals for such services pursuant to its Procurement Policy; and

WHEREAS, the Contractor submitted a response to the solicitation; and

WHEREAS, the County has determined that it is in the best interests of the citizens of Gadsden County, Florida to contract with the Contractor to provide such services.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

### **1. SERVICES TO BE PROVIDED**

The Contractor agrees to provide the following services to the County: security guard services at the Edward J. Butler Governmental Complex, located at E. Jefferson Street, Quincy, FL 32351, as follows:

- a. Routine Services. The Contractor shall station a security guard at the Edward J. Butler Governmental Complex, East Jefferson Street, Quincy, Florida from 8:00 a.m. through 5:00 p.m. Monday through Friday. The security guard shall be stationed at the back elevator or another location as determined by the County. The Contractor shall ensure that a security guard is present at all times. If a security guard is on lunch break, vacation, sick, or otherwise cannot be present, the Contractor shall ensure that another security guard is present.
- b. Additional Services. At the County's request, the Contractor shall station a security guard at the back elevator or another location to be determined by the County at the Edward J. Butler Governmental Complex, East Jefferson Street, Quincy, Florida, or at another location as designated by the County, during additional hours on weekdays and on Saturdays and Sundays.

- c. Requirements. All security guards stationed at County offices, buildings, and events shall be trained, licensed, insured, uniformed, and armed. They shall have a valid Florida Driver's License and weapons permit. They shall speak English and shall have passed all drug tests, background checks, and finger print checks.

## 2. WORK; SUBJECT TO FUNDING

The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

## 3. TERM

This Agreement shall be effective from February 6, 2018 through September 30, 2018.

## 4. CONTRACT SUM/PAYMENT SCHEDULE

The Contractor agrees that it shall receive payment for services performed in the amount of \$16.00 per hour, to be billed in one-quarter (1/4) of an hour increments. The Contractor shall submit an invoice for services performed every month. The invoice shall clearly detail the number of hours worked per day during the period. The invoice shall also clearly show the names and locations of the security guards performing services for each time entry.

The Contractor shall not be entitled to any payments scheduled to be made following notice of termination of the Agreement in accordance with the terms of this Agreement.

## 5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of an invoice for services.

## 6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of Gadsden County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Contractor or any other person or entity.

This Agreement is solely for the benefit of the County and the Contractor, and no right or

cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

## 7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall be responsible for the cost of such insurance.

### A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage (Non-owned, Hired Car).
3. Workers' Compensation and Employers' Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
4. Professional Liability: All types necessary to protect the County from any professional liability arising under this agreement with a minimum \$1,000,000 liability unit. The deductible shall not exceed \$25,000 and if greater than \$1,000 must be guaranteed by the Contractor for the difference between the deductible and \$1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement.

The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

### B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense

expenses.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its

policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES; PERMITS

The Contractor shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of Gadsden County or the State of Florida or the United States of America. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

The Contractor shall be responsible for obtaining and maintaining all permits required pursuant to the laws of Gadsden County or the State of Florida or the United States of America.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. LIABILITY; INDEMNIFICATION; HOLD HARMLESS

The Contractor shall be liable for all damages caused by or resulting from the breach of this Agreement by the Contractor or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, related to the performance of this Agreement. The Contractor agrees to indemnify, defend and hold harmless the County, its officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Contractor or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, related to the performance of this Agreement, including but not limited to costs and reasonable attorneys' fees, whether or not there is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself or allow the Contractor to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and the Contractor shall be responsible for all costs and reasonable attorneys' fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

11. AUDITS, RECORDS, AND RECORDS RETENTION

For the services performed under this Agreement, the Contractor shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the Contractor in connection with the

services performed under this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

The Contractor must comply with the public records laws, Chapter 119, F.S.; specifically the Contractor shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, 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 for the duration of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the County.
- d. Upon completion of the contract, at the County's sole and absolute discretion, either transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain the public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

## 12. MONITORING

Contractor agrees to permit persons duly authorized by the County to inspect any records,



papers, documents, facilities, goods, and services which are relevant to this Agreement, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County may deliver to the Contractor a written report of its findings which may include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

13. TERMINATION

Gadsden County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor. In the event of a termination, the Contractor shall be entitled to compensation for services performed through and including the date of notice of termination. The Contractor shall not be entitled to compensation for services performed following notice of termination of the Agreement.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all local, state, and federal laws in the performance of this Agreement. The Contractor represents that it is fully aware of all applicable statutes, ordinances and regulations, rules, and obligations of the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the County within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. Contractor hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the County within 30 days after conviction of a public entity crime applicable to Contractor or to an

affiliate of Contractor.

16. DISCRIMINATORY VENDOR STATEMENT

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity. Any person must notify the Department of Management Services and the County within 30 days after a final determination of discrimination. Contractor hereby certifies that it is not on the discriminatory vendor list, and that it shall notify the Department of Management Services and the County within 30 days after a final determination of discrimination.

17. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. AMENDMENTS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

19. VENUE

Venue for all actions arising under this agreement shall lie in Gadsden County, Florida.

20. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

21. DISPUTES

Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

22. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent

whatsoever.

23. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A signed copy of this Agreement sent by facsimile or email shall be deemed an original for all purposes.

24. COPYRIGHT; PROPERTY OF COUNTY

All works commenced for use in connection with this Agreement, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, "Works"), shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the Agreement and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and Contractor shall not copyright or trademark any Works in favor of Contractor.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK –  
SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective date.

Signed, sealed, and delivered  
in the presence of:

**I.F.W. SECURITY, LLC, a Florida limited  
liability company authorized to transact business  
in Florida**

\_\_\_\_\_  
(1<sup>st</sup> Witness Signature)

\_\_\_\_\_  
(1<sup>st</sup> Witness – Printed Name)

\_\_\_\_\_  
(2<sup>nd</sup> Witness Signature)

\_\_\_\_\_  
(2<sup>nd</sup> Witness – Printed Name)

\_\_\_\_\_  
By: Shannon D. Faison

\_\_\_\_\_  
Its: Managing Member

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

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Shannon D. Faison, as Managing Member of I.F.W. Security, LLC, a Florida limited liability company authorized to transact business in Florida, on behalf of said company. Such person: ( ) is personally known to me; ( ) produced a current driver's license as identification; or ( ) produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed or Printed Name of Notary Public)

ATTEST: GADSDEN COUNTY CLERK  
OF COURT

**GADSDEN COUNTY, FLORIDA, a political  
subdivision of the State of Florida**

\_\_\_\_\_  
NICHOLAS THOMAS

APPROVED AS TO FORM FOR  
RELIANCE BY GADSDEN COUNTY  
ONLY: GADSDEN COUNTY  
ATTORNEY

\_\_\_\_\_  
BRENDA A. HOLT

\_\_\_\_\_  
Chairperson, Gadsden County Board of County  
Commissioners

\_\_\_\_\_  
DAVID J. WEISS