BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 16, 2005 Division: Budget & Finance

Bulk Item: Yes X No ___ Department: OMB

Department Contact: Emie Coughlin

AGENDA ITEM WORDING:
Approval of an addendum (2) to the contract with Keys Security, Inc. for services to the Duck Key Security District.

ITEM BACKGROUND:
On July 20th, 2005 Monroe County entered into an agreement for security services, whereas the contract needs to allow for additional payments in the months which contains 31 days.

PREVIOUS RELEVANT BOCC ACTION:
Approved contract on July 20,2005.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: N/A **BUDGETED:** Yes ___ No
COST TO COUNTY: N/A **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty ____ OMB/Purchasing X Risk Management N/A

DIVISION DIRECTOR APPROVAL: Salvatore Zappulla

DOCUMENTATION: Included X To Follow____ Not Required_____

DISPOSITION:_____ **AGENDA ITEM #**__

Revised 1/03

ADDENDUM TWO

THIS ADDENDUM is entered into this 17th day of November, 2005, between the Monroe County Board of County Commissioners (COUNTY) and Keys Security, Inc. (CONTRACTOR).

WHEREAS, on July 20, 2005, the parties entered into an agreement for security services for the Duck Key Security District; and

WHEREAS, said contract contained incomplete and inconsistent provisions regarding the billing rate; and

WHEREAS, said contract was amended October 19, 2005, to revise the payment allocation; and

WHEREAS, said contract needs to allow for additional payment in the months which contain thirty-one (31) days; now therefore

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Paragraph 3.A.2) of the agreement dated July 20, 2005, as amended October 19, 2005, shall be amended to read:

   2) The invoice shall set forth the services provided in the preceding month, the number of hours worked, including any additional services and hours provided pursuant to request of the advisory board. The CONTRACTOR shall bill at the rate of $15.00 per hour, with the maximum which can be paid per month under this agreement being $3,720, even if the number of hours times the rate exceeds that amount.

2. In all other respects, the Agreement entered July 20, 2005, shall remain in full force and effect.

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

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

Attest:
By:_____
Deputy Clerk

By:_____
Mayor Dixie Spehar

KEYS SECURITY, INC.

By:_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE K. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 11/1/05

ADDENDUM

THIS ADDENDUM is entered into this 19th day of October, 2005, between the Monroe County Board of County Commissioners (COUNTY) and Keys Security, Inc. (CONTRACTOR).

WHEREAS, on July 20, 2005, the parties entered into an agreement for security services for the Duck Key Security District; and

WHEREAS, said contract contained incomplete and inconsistent provisions regarding the billing rate; now therefore

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. Paragraph 3.A.2) of the agreement dated July 20, 2005, shall be amended to read:

   2) The invoice shall set forth the services provided in the preceding month, the number of hours worked, including any additional services and hours provided pursuant to request of the advisory board. The CONTRACTOR shall bill at the rate of $15.00 per hour, with the maximum which can be paid per month under this agreement being $3,640, even if the number of hours times the rate exceeds that amount.

2. Paragraph 2.04 g) of the agreement dated July 20, 2005, shall be amended to read:

   g) 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 specified in paragraph 3.A.2) of the agreement.

3. In all other respects, the Agreement entered July 20, 2005, shall remain in full force and effect.

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

Attest:
By: Isabel C. DeSantis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Dixie M. Spehar
Mayor Dixie Spehar

KEYS SECURITY, INC.

By: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/02/05

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of July, 2005, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "Owner"), 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 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 Owner 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. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

2. SCOPE OF THE WORK

The Contractor shall provide Security and Patrols service in the Duck Key Security District for the County. 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 under the contract resulting from this RFB process according to attachment A.

The Contractor shall provide the County with an annual report, and other statistical reports as are required by law.

1) 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.

2) All personnel engaged in performing services under this contract shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

B. Contractor's Financial Records

1) The Contractor shall maintain financial records in accordance with generally accepted accounting principles.
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.

C. Public Records and Open Meeting Laws.

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of the County, to comply, when applicable, with Florida public records and open meeting laws.

3. PAYMENTS TO THE CONTRACTOR

A. Payment under this agreement shall not exceed $43,680, and is subject to annual appropriation by the County.

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 disbursal 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 premium rate and additional time worked 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 Florida Prompt Payment Act, Florida Statute 218.7.

4. TERM OF CONTRACT

The term of this contract is for one year, commencing on the 1st day of August, 2005, at 12:01 A.M. and ending on the 31st day of July, 2006 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.

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 therefor.

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

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and the County Court of Monroe County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, GLS, GIR 1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department

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

County and Contractor agree 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. County or Contractor agree 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 (42 USC 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 patent 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 apply to the parties to, or the subject matter of, this Agreement.

9. ASSIGNMENT/SUBCONTRACT

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 and pursuant to the recommendation of the County Court Administrative Judge. 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. 112.311, 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, individual, 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, 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
Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

and

County Attorney
PO Box 1026
Key West, Fl. 33041-1026

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 he 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 functions 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.

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 singing any such counterpart.

24. 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.

IN WITNESS WHEREOF the parties hereto have executed this 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. KOLHAGE, CLERK

By: Isabel C. DeSantis
Deputy Clerk 7-20-05

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: Liejie M. Spehar
Mayor/Chairman

(SEAL)
Attest:
By: _____
WITNESS
Title: _____

By: _____
WITNESS
Title: _____

CONTRACTOR

By: _____

Title: Owner

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 9/24/05

Keys Security Agreement 7-20-05

Attachment A
GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms "he," "him," "himself," or "his" shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

Addenda - Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding documents or the contract documents.

Bidding Documents - The advertisement or invitation calling for qualifications, instructions, and forms contained in this Request for Bids (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Contract Documents - The bid documents, agreement, addenda (which pertain to the contract documents), the Contractor's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Contract Price - The moneys payable by the County to the Contractor under the contract documents as stated in the agreement.

Contract Time - The Contract shall be in force and binding on the County and the Contractor for a period of one (1) year from the effective date of the agreement.

Contractor - The person, firm, or corporation with whom the County has entered into the agreement.

Effective Date of the Agreement - The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice to the apparent successful bidder stating that upon compliance by the apparent successful Respondent/Bidder with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the agreement.

Owner - The Monroe County Board of Commissioners with whom the Contractor has entered into the agreement and for whom the work is to be provided.

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials and services required under the contract.

Written Amendment - A written amendment of the contract documents, signed by the County and the Contractor on or after the effective date of the agreement.

2.02 CONTRACTOR'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

2.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract, the Contractor shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

2.02.3 Records

The Contractor shall record and maintain statistical data concerning the security patrols and services. Contractor shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

2.02.4 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

2.02.5 Compliance with Laws

The Contractor shall comply with all applicable laws and regulations of federal, state and local governments.

2.03 SPECIFICATIONS

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

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

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

d) 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.)

e) 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.)

f) 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.

g) 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.

h) 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.

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

j) 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.

2.04 SCOPE OF SERVICES

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

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

b) 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.

c) 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.

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

e) 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 or when obvious illegal activity has taken place.

f) Excess water usage notifications found at unoccupied residences will be forwarded directly to the property owner by the contractor.

g) 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.

h) 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 with a vendor of their choice.

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

j) Contractor to provide up to eight electronic check-in stations to be placed in mutually agreed locations through out the 4 Residential Islands to be activated each time a circuit is made.

k) Patrol cars to display a sign "DUCK KEY SECURITY". Patrol cars to carry a first aid kit, throw able personal floatation device with suitable length of rope, fire extinguisher and a key for shutting off Aqueduct Authority residential water valve.

l) Either party may cancel the contract upon 30 days written notice.

DRUG-FREE WORKPLACE FORM

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

Keys Security, Inc.
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a contro substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of s prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workpla any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed up employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractu services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the Unite States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such available in the employee's community, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

June 6, 2005
Date

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR CONTRACT Duck Key Security

BETWEEN MONROE COUNTY, FLORIDA AND Keys Security, Inc.

Recognizing that the work governed by this contract involves providing of guards and other security services on or off County property, the Contractor's General Liability Insurance policy must extend to, and be no less restrictive, than an acceptable Law Enforcement Liability policy specifically providing coverage for intentional acts, which coverage must include any violation of the constitutional right of any person for damages and attorney's fees under any one or more of the following civil rights statutes: 42 USCA 1981, 42 USCA 1982, 42 USCA 1983, 42 USCA 1985, 42 USCA 1986 and 42 USCA 1988.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GLS

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACT: Patrol and Security Services

BETWEEN MONROE COUNTY, FLORIDA AND

Keys Security, Inc.

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2005

PRODUCER
Universal Insurance Agency
3115 Spring Glen Road - Suite 507
Jacksonville FL 32207

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Tudor Ins Co	
INSURER B: Professional Insurance U/W	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Payne Sanders & Associates, Inc
Keys Security, Inc
3715 Donald Ave
Key West FL 33040-5633

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PGL727900	09/05/2004	09/05/2005	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 3,000,000 $
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $ $ -
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC07057731	08/01/2004	08/01/2005	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 500,000 $ 100,000
		OTHER					

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

3052943125

CERTIFICATE HOLDER

File Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

© ACORD CORPORATION 1988

ied Insured and Address

WILLIAM A LEIRD
LCDR USN RET
860 DOLPHIN DR
MARATHON FL 33050-2862

01 WILLIAM A LEIRD
02 CHRISTINE A LEIRD

cription of Vehicle(s)

YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE* SYM		WO Mile Une Way
01	PONTIAC	FIREBIRD	HBK 2D	10000	2G2FS22K412119429	21	W	0
00	FORD	FOCUS SE	WAG 4D	7000	1FAFP3637YW366044	13	P	

Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. *W/C=Work/School; B=Business; F=Farm; P=Pl
22 MARATHON FL 33050-2862
23 MARATHON FL 33050-2862

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

VERAGES ("ACV" MEANS ACTUAL CASH VALUE)	LIMITS OF LIABILITY	VEH 22 6-MONTH D=DED AMOUNT	PREMIUM $	VEH 23 6-MONTH D=DED AMOUNT	PREMIUM $	VEH D=DED AMOUNT	PREMIUM $	VEH D=DED AMOUNT	PREMI $
A - LIABILITY									
)DILY INJURY	EA PER $ 50,000								
	EA ACC $ 100,000		59.48		98.02				
ROPERTY DAMAGE	EA ACC $ 50,000		38.66		63.95				
B - MEDICAL PAYMENTS									
	EA PER $ 50,000		17.53		31.88				
B - PERSONAL INJURY PROTECTION									
MAXIMUM BENEFITS	$10,000		25.89		41.97				
- UNINSURED MOTORISTS STACKED									
)DILY INJURY	EA PER $ 50,000								
	EA ACC $ 100,000		34.96		56.10				
D - PHYSICAL DAMAGE COVERAGE									
)MPREHENSIVE LOSS	ACV		76.74		70.54				
)LLISION LOSS	ACV LESS	D 100	120.94	D 100	138.12				
ICREASED RENTAL REIMBURSEMENT			18.00		18.00				
	TOTAL PREMIUM - SEE FOLLOWING PAGE(S)								

23 ADDNL INTEREST - CO-OWNER CHRISTINE A LEIRD AND/OR MICHEAL HOGARTH,
RATHON, FL ENDT A073 APPLIES
PAYEE
22 KEYS FCU, KEY WEST FL

IRSEMENTS: ADDED 03-27-05 - A073(04) 5100FL(01)
IN IN EFFECT(REFER TO PREVIOUS POLICY)- A143FL(01)
IRMATION FORMS(NOT PART OF POLICY)- 1465(01) 55FL(03) 50FL(02) 508A(05)

0000000 0000000
263129000 00 N VEH 23280129000 00 N VEH VEH

ITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by Attorney-in-Fact on this date FEBRUARY 10, 2005
UNTERSIGNED BY

ROBERT E. HOYLAND

Robert G. Davis
Attorney-in-Fact

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
General Liability	$1,000.

Liability policies are X Occurrence _____ Claims Made

Universal Ins Agency Inc.
Insurance Agency

Beth Morgan CSR
Signature

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Key Security
Bidder

Signature

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

ETHICS CLAUSE

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

(Signature)

June 6, 2005
(Date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Simon Reid who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 6th day of June, 2005.

NOTARY PUBLIC

Michele T. Secontine
Commission # DD147683
Expires Sep. 4, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

My commission expires: Sept 4 2006

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

Charles H. Bronson
Commissioner
DIVISION OF LICENSING

ISSUE DATE: 01/20/04

LICENSE NO. B 2000155

AUDIT CONTROL NO.	
	338377

THE AGENCY OR SCHOOL
NAMED BELOW IS LICENSED AND REGULATED
UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES, FOR
THE PERIOD EXPIRING JAN 17, 2007

SECURITY AGENCY

KEYS SECURITY INC.
MORRELL SECURITY
2860 DOLPHIN DRIVE
MARATHON, FL 33050

LEIRD, CHRISTINE A.
PRESIDENT
LEIRD, WILLIAM A.
VICE PRESIDENT
LEIRD, WILLIAM A.
SECRETARY

Charles H. Bronson

Commissioner

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

CHARLES H. BRONSON
COMMISSIONER
DIVISION OF LICENSING

ISSUE DATE: 12/27/04

LICENSE NO. DS2100041

THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING JANUARY 04, 2007

SECURITY OFFICER SCHOOL/TRAINING FACILITY

KEYS SECURITY INC.
2860 DOLPHIN DRIVE
MARATHON, FL 33050

Charles H. Bronson

CHARLES H. BRONSON
COMMISSIONER

NON-COLLUSION AFFIDAVIT

I, Simon Leird of the city of Marathon
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Simon Leird

   of the firm of Key's Security, Inc.

   the bidder making the Proposal for the project described in the Notice for Calling for bids for:

   SECURITY PATROLS AND SERVICES FOR DUCK KEY SECURITYDIST.

   and that I executed the said proposal with full authority t do so:

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

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

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

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

(Signature of Bidder) June 6, 2005 (Date)

STATE OF: FLORIDA

COUNTY OF: Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Simon Leird who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 6th day of June 2005.

Michele T. Secontine
Commission # DD147688
Expires Sep. 4, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

My Commission Expires: Sept. 4, 2006

ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING OFFICE

TABULATION SHEET

OPEN DATE: AT 11:00 AM JUNE 14, 2005

TITLE: SECURITY PATROLS & SERVICES FOR DUCK KEY

RESPONDENT	BID BOND	TOTAL PRICE
MAJESTIC SECURITY & INVESTMENTS	N/A	$51.100.00 PER YEAR $ 4,258.33 PER MONTH
KEMP SECURITY INTERNATIONAL	N/A	$ 60,000.00 PER YEAR $ 5,000.00 PER MONTH
KEYS SECURITY INC.		$ 43,680.00 PER YEAR $ 3,640.00 PER MONTH
DIAMOND DETECTIVE AGENCY, INC.		$ 58,335.14 PER YEAR $ 4,861.26 PER MONTH

Bid Committee Present: Carlos Victores - Purchasing Office

Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - senior buyer