

ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 22/23
Department: Development Services

Division: Development Services

1/31/2023


CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER					Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Budget	Balance	Change	Unrealized
001	0000	389	98	00			\$ 64,350	
135	0000	381	60	00			\$ 64,350	
TOTAL CHANGES IN REVENUES							\$ 128,700	

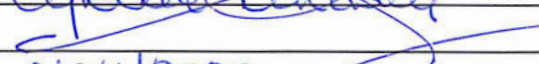
CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER					Current	Current	Amount of	Remaining	
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Budget	Balance	Change	Balance
135	1114	524	34	00		\$ 350,000	-	64,350	64,350
001	7979	581	91	36				64,350	
TOTAL CHANGES IN EXPENDITURES							\$ 128,700		

REASON FOR AMENDMENT: To cover the costs of the Security Guard for City Hall

DIRECTOR APPROVAL:  DATE: 2/1/23

FINANCE APPROVAL:  DATE: 2/1/23

CITY MANAGER APPROVAL:  DATE: 3.1.23

CITY COMMISSION AGENDA DATE: 2/27/2023 APPROVED Y

FOR FINANCE USE

Entry Date: 3/6/2023
S. Posey

Batch Number: B# 2280

Document #: BA05-102

Resolution No. 3115

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2022 and terminating on September 30, 2023 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2022 and terminating on September 30, 2023 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2022 and

terminating on September 30, 2023 shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 27th day of February, 2023.

Attest:

City Commission of the City of

Sanford

Traci Houchin MMC, FCRM

Traci Houchin, MMC, FCRM
City Clerk



Art Woodruff
Art Woodruff, Mayor

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.

William Colbert

William Colbert, City Attorney

#2466

**Universal Protection Service, LLC, Piggyback Contract
(PBA 22/23-222) Provision Of Armed and Unarmed Security Guard Services**

The City of Sanford, Florida, a Florida municipal corporation (hereinafter referred to as the "City") enters this "Piggyback" Contract (hereinafter referred to as the "Contract") with Universal Protection Service, LLC, a Delaware limited liability company, doing business as Allied Universal Security Services (hereinafter referred to as "Universal Protection"), whose principal and mailing address is 1551 North Tustin Avenue, Suite 650, Santa Ana, California 92705 with local offices being located at 6300 Hazeltine National Drive, Suite 120, Orlando, Florida 32822 and 9463 Benford Road, Building 445, Suite 6C Orlando, Florida 32827, under the terms and conditions hereinafter provided. The City and Universal Protection may be collectively referenced herein as the "Parties."

The City and Universal Protection agree as follows:

1. The Purchasing Policy for the City of Sanford allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The Parties agree that Universal Protection has entered into a contract with the government of the City of Orlando, Florida said contract being identified as the "Contract" for "Armed and Unarmed Security Guard Services" as said contract may have been amended, relating to the provision of security guard services (said original contract documents being referred to as the "Original Government Contract").

2. The Original Government Contract is incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out

in the Original Government Contract are fully binding on the Parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with Universal Protection in accordance with City policies and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford, with most favored nation pricing.

3. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between Universal Protection and the City, as follows:

- a. Insurance Requirements of this Contract: Certificate(s) are to be provided by Universal Protection naming City as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by Universal Protection in accordance with Exhibit "B" attached hereto.
- b. For other provisions of the Original Government Contract that will be modified see Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov). The Parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Contract to the extent deemed necessary by the City in its sole and absolute discretion.
- c. Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, Universal Protection agrees that it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is:

Marisol Ordonez
Purchasing Manager
City of Sanford
Finance- Purchasing Division
300 North Park Avenue
Sanford, Florida 32772
Phone: 386-689-5028

- d. Notwithstanding anything in the Original Government Contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the Parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The laws of the State of Florida shall control any dispute between the Parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.
- e. Notwithstanding any other provision in the Original Government Contract to the contrary, there shall be no arbitration with respect to any dispute between the Parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction located in Seminole County, Florida, with the Parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- f. All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.
- g. Universal Protection understands that Chapter 119, *Florida Statutes*, relating to public records shall be applicable to this Contract and acknowledges review of, and adherence to, the following disclosures from the City:
 - I. **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FL 32771, TRACI.HOUCHIN@SANFORDFL.GOV.**

- II. In order to comply with Section 119.0701, *Florida Statutes*, public records laws, Universal Protection must:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Universal Protection upon termination of the contract and 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.
- III. If Universal Protection does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.
- IV. Failure by Universal Protection to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. Universal Protection shall promptly provide the City with a copy of any request to inspect or copy public records in possession of Universal Protection and shall promptly provide the City with a copy of Universal Protection's response to each such request.
- h. Universal Protection, in the event of any ambiguity in the contractual relationship between Universal Protection and the City, shall comply with all "Standard Contractual Terms and Conditions," as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions

reviewed, at: (Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov))

- i. All other provisions in the Original Government Contract are fully binding on the Parties and will represent the agreement between the City and Universal Protection.

4. This Agreement shall be effective as of the date of execution of this Agreement by, or on behalf of, the City.

5. The below signatories represent and affirm that they have the legal authority and right to enter into this Agreement and bind the party for whom they are executing this Contract to the terms and conditions herein set forth.

Attest:

UNIVERSAL PROTECTION SERVICE, LLC, a Delaware limited liability company.

By: [Signature]
Andrew Daniels
Vice President

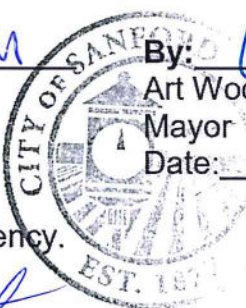
By: [Signature]
Bob Wood
President, Florida Region
Date: _____

Attest:

CITY OF SANFORD, a Florida municipal corporation

By: [Signature]
Traci Houchin, CMC, FCRM
City Clerk

By: [Signature]
Art Woodruff
Mayor
Date: 2-27-2023



Approved as to form and legal sufficiency.

By: [Signature]
William L. Colbert
City Attorney

Exhibit "A"

[Attach original government contract]

EXHIBIT "B"

INSURANCE REQUIREMENTS

(1) Universal Protection shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

- (a) **Workers Compensation/Employer Liability:** Universal Protection shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$3,000,000 for Employer's Liability.
- (b) **Comprehensive General Liability:** Universal Protection shall provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent vendor's liability or owner's and vendor's protective liability. The limits will not be less than \$2,000,000 Combined Single Limit (CDL) or its equivalent.
- (c) **Comprehensive Automobile Liability:** Universal Protection shall provide complete coverage for owned and non-owned vehicles for limits not less than \$2,000,000 CSL or its equivalent.
- (d) **Professional Liability:** Universal Protection shall provide coverage for all professional services performed. The limits will not be less than \$2,000,000 CSL or its equivalent.
- (e) **Sex Abuse Liability:** Universal Protection shall provide coverage with limits not less than \$1,000,000 CDL or its equivalent.

(2) All insurance other than Workers Compensation to be maintained by Universal Protection shall specifically include the City as an additional insured.

(3) For additional insurance requirements reference is made to the requirements shown in the City's Contract Terms And Conditions For All City Procurements (Contract-Terms-And-Conditions-For-Web-Based-System-Revised-11.8.2021.pdf (sanfordfl.gov)).



January 5, 2023

April 5, 2023

Bill To:

Angela Adkins
 Administrative Support Supervisor for Development Services
 300 N Park Avenue
 Sanford, Florida 32771
 Direct: 407-688-5163
 Angela.Adkins@sanfordfl.gov

SUBJECT: QUOTE FOR SECURITY SERVICES FOR CITY OF SANFORD

Thank you for your interest in working with Allied Universal Security Services on the State of Florida State Term Contract (STC) for Security Officer. Per your request, please see the following quote:

Description	Hours Per Week	Bill Rate	Total
City of Orlando, Armed and Unarmed Security Guard Services Amendment No.: Two (2), RFP18-0356 Annual Quote: 2/15/2023 - 2/14/2024			
Security Officers – Armed Security Guard Services for various Parking Garages, escort services for bank deposits and various other Facilities/lots as requested. LOCATION: City Hall DAYS: Monday thru Thursday HOURS: 7:00AM - 5:30 PM (10 hours per day with a 30-minute break. Break schedule will vary.)	40	\$28.82	\$1,152.80
WEEKLY TOTAL	40		\$1,152.80
ANNUAL TOTAL	2,080		\$59,945.60

The quote provided above is based on the City of Orlando, Armed and Unarmed Security Guard Services Amendment No.: Two (2), RFP18-0356.

Thank you for your interest in working with Allied Universal Security Services.

Sincerely,

Taylor McDonald
 Director Government Services | Southeast Region | 954-415-7419, Taylor.McDonald@aus.com

**AMENDMENT NUMBER TWO TO
AGREEMENT EFFECTIVE SEPTEMBER 17, 2018
BETWEEN CITY OF ORLANDO AND
UNIVERSAL PROTECTION SERVICES, LLC D/B/A
ALLIED UNIVERSAL SECURITY SERVICES**

THIS AMENDMENT TO AGREEMENT is made and entered into this ____ day of November 2022, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and Universal Protection Services, LLC d/b/a Allied Universal Security Services, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") effective the date of September 17, 2018, whereby the latter would perform certain services with respect to the Armed and Unarmed Security Guard Services, and

WHEREAS, the parties amended the Agreement by date of November 30, 2021 ("Amendment One"); and

WHEREAS, the City and the Contractor desire to amend the scope of services of said Agreement to renew the term for one (1) year and revise the pricing;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. TERM OF AGREEMENT

The current Term of the Agreement will be renewed for one (1) year effective, December 1, 2022, through November 30, 2023.

II. SCOPE

The Scope of Services and Compensation provisions of the Agreement are hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Exhibit "A" – "Renewal Two (2) Price Proposal" of this Amendment shall replace the "Renewal One (1) Price Proposal" contained in Amendment One of the Agreement in its entirety.

In all other respects, and except as specifically modified and amended herein, the Agreement effective September 17, 2018, and Amendment One dated November 30, 2021, shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: December 14, 2022

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: December 16, 2022

Universal Protection Services, LLC d/b/a
Allied Universal Security Services

By: [Signature]
Signature

CORPORATE SEAL

Andrew Daniels, Vice President
Name & Title, Typed or Printed
Universal Protection Service LLC
d/b/a Allied Universal Security Services
Name of Company, Corp., etc.

854 Trafalgar Court, Suite 150W
Mailing Address
Maitland, FL 32751
City, State and Zip

STATE OF FLORIDA }
COUNTY OF Seminole }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of November, 2022, by Andrew Daniels (name of person) as Vice President (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Universal Protection Service LLC d/b/a Allied Universal Security Services (name of entity/party on behalf of whom instrument was executed).

[Signature]
Signature of Notary Public - State of Florida
Print, Type, or Stamp Notary Name: Nicolette Lang

(Affix Notary Stamp or Seal Above)

Personally Known or Produced Identification
Type of Identification Produced _____

EXHIBIT "A"
RENEWAL TWO (2) PRICE PROPOSAL

EXHIBIT "A" -
RENEWAL TWO (2) PRICE PROPOSAL

This will be a firm, fixed price contract and the Scope of Services to be completed by Contractor as defined in this Request for Proposal consists of specific tasks. All quantities are estimated annual quantities and are subject to change. Compensation for the work tasks stated herein shall be in accordance with the following Price Proposal:

COST FOR "UNARMED" SECURITY GUARD, ALL LOCATIONS					Renewal #2 (12/01/2022 - 11/30/2023)	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	9,616	Hours	Central Blvd. Garage Seven days per week, twenty-four (24) hours per day (168 hours per week, 8,736 hours per year), plus extra coverage of 2 Security Guards on Friday/Saturday late nights and requested Holidays or Special events, approximately 4 hours each, from 11:30 p.m. to 3:30 a.m. (4 hours x 1 Security Guards x approximately 120 nights = 480 hours), and an extra Security Guard 4 hours for approximately 120 special events. (8,736 + 480 + 400 = 9616 estimated annual total hours).	\$ 21.63	\$	207,924.03
2	8,736	Hours	Jefferson Street Garage Seven days per week, twenty-four (24) hours per day (total of 168 hours per week).	\$ 21.63	\$	188,959.68
3	2,912	Hours	Garland Lot Three days per week from 8:00 p.m. to 4:00 a.m. (56 hours per week, with double coverage at certain times when requested).	\$ 21.63	\$	62,986.56
4	9,616	Hours	Library Garage Seven days per week, twenty-four (24) hours per day (168 hours per week, 8,736 hours per year), plus extra coverage of 2 Security Guards on Friday/Saturday late nights and requested Holidays or Special events, approximately 4 hours each, from 11:30 p.m. to 3:30 a.m. (4 hours x 1 Security Guards x approximately 120 nights = 480 hours), and an extra Security Guard 4 hours for approximately 120 special events. (8,736 + 480 + 400 = 9616 estimated annual total hours).	\$ 21.63	\$	207,994.08
Items 1-4 Sub-Total:					\$	667,884.40
COST FOR "UNARMED" SECURITY GUARD, ALL LOCATIONS					Renewal #2 (12/01/2022 - 11/30/2023)	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
5	8,736	Hours	Centroplex Parking Garages #1 & #2 Seven days per week, 24 hours per day, (total of 168 hours per week). Must cover both garages. (7 x 24 x 52 = 8,736 estimated annual total hours).	\$ 21.63	\$	188,959.68
6	10,096	Hours	SSW Garage Seven days per week, twenty-four (24) hours per day (168 hours per week, 8,736 hours per year), plus extra coverage of 2 Security Guards on Friday/Saturday late nights and holidays (Halloween, Cinco de Mayo, St Patrick's Day, night before Thanksgiving, New Year's night), approximately 4 hours each, from 11:30 p.m. to 3:30 a.m. (4 hours x 2 Security Guards x approximately 120 nights = 960 hours), and an extra Security Guard 4 hours for approximately 100 special events. (8,736 + 960 + 400 = 10,096 estimated annual total hours).	\$ 21.63	\$	218,376.48
7	8,736	Hours	Administration Garage Seven days per week, (24) hours per day	\$ 21.63	\$	188,959.68
8	5,616	Hours	Facilities Management & Fleet Management Division Monday through Thursday from 6:00 p.m. to 6:00 a.m. and from 6:00 p.m. Friday to 6:00 a.m. Monday (total of 108 hours per week), (108 x 52 = 5,616 estimated annual total hours).	\$ 21.63	\$	121,474.08
9	0	Hours	Mennello Museum of Art Tuesday through Saturday 10:30 a.m. through 4:30 p.m., and 12:00 noon through 4:30 p.m. Sunday (total of 31.5 hours per week), (31.5 x 52 = 1,734 estimated annual total hours).	\$ 27.54	\$	
Items 5-9 Sub-Total:					\$	717,769.92
COST FOR "UNARMED" SECURITY GUARD, ALL LOCATIONS					Renewal #2 (12/01/2022 - 11/30/2023)	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
10	2,184	Hours	Parks & Recreation Department (Various restroom facilities as noted in Exhibit "A") Dept. estimates 6 hours per day, 364 days per year, subject to change. (6 x 364 = 2,184 estimated annual total hours).	\$ 27.51	\$	60,081.84
11	84	Hours	Trash Dumpster Area at 55 West Church Street, Seven days per week, (12) hours per day, 5:00 pm to 5:00 am (total of 84 hours per week), (84 x 52 = 4,368 estimated annual total hours).	\$ 21.63	\$	
12	50	Hours	Unarmed Security Guard Services for various other facilities as requested	\$ 21.63	\$	1,081.50
13	3,736	Hours	Supervisor, unarmed, dedicated solely to the Parking Garages, Seven days per week, twenty-four (24) hours per day (total of 168 hours per week), (168 x 52 = 8,736 estimated annual total hours).	\$ 32.95	\$	288,113.78
14	50	Hours	Supervisor, unarmed, for various facilities as needed upon request.	\$ 32.98	\$	1,649.00
Items 10-14 Sub-Total:					\$	359,925.62
COST FOR "ARMED" SECURITY GUARD, ALL LOCATIONS					Renewal #2 (12/01/2022 - 11/30/2023)	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
15	600	Hours	Armed Security Guard Services for various Parking Garages, escort services for bank deposits and various other facilities/lots as requested.	\$ 28.82	\$	17,292.00
16	10	Hours	Supervisor, armed, for any facility as needed upon request.	\$ 32.98	\$	329.80
Items 15-16 Sub-Total:					\$	17,621.80
COST FOR "UNARMED" SECURITY GUARD, ALL LOCATIONS					Renewal #2 (12/01/2022 - 11/30/2023)	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
17	1,170	Hours	Court House Garage Five days per week 8:00 p.m. - 12:30 am	\$ 21.63	\$	25,307.10
18	100	Hours	Extra Coverage (EC) Unarmed Security Guard Services - ad hoc request for various other facilities as needed (Note: The Unit Price of this line item is a "not-to-exceed" ceiling price (better pricing may be negotiated on a case by case basis)	\$ 30.37	\$	3,037.00
Items 17-18 Sub-Total:					\$	28,344.10
TOTAL "ARMED" SECURITY GUARD SERVICES:					\$	17,621.80
TOTAL "UNARMED" SECURITY GUARD SERVICES:					\$	1,764,974.04
GRAND TOTAL FOR ARMED AND UNARMED SECURITY GUARD SERVICES:					\$	1,782,595.84

CONTRACT

THIS CONTRACT ("Contract"), effective as of the 17th day of September, 2018, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and **Universal Protection Service, LLC d/b/a/ Allied Universal Security Services**, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth. Except as otherwise specified herein or in the Request for Proposal, the Contractor shall perform the Work in accordance with Contractor's Proposal to the City, attached hereto as Exhibit "B" and incorporated herein by this reference, and shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto, but excluding Exhibit "A" (the RFP) and Exhibit "B" (Contractor's Proposal);
2. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Contract;
3. City's Request for Proposal (Exhibit "A"); and
4. Contractor's Proposal (Exhibit "B").

III. TERM OF CONTRACT

The period of this Contract shall be for thirty-six (36) months, beginning on **December 1, 2018**, and ending on **November 30, 2021**. This Contract may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract or an Addendum hereto, will remain firm for the term of the Contract or Addendum.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION**A. Specified Period**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS**A. Patents and Copyrights**

The Contractor shall pay all royalties and assume all costs arising from the use of

any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the

Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance.

- a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise herein or in the City's Request for Proposals, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- c. Certificates of Insurance. Prior to commencing work at the jobsite, and

as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.

- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation: Statutory

Employer's Liability: \$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and \$1,000,000 combined single

Property damage: limit each occurrence

(iii) Commercial General Liability. This insurance shall be an

“occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

G. Liquidated Damages (Agent to use if appropriate to the type of Contract)

Parties agree that damages are difficult to determine but that these liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as part consideration for awarding of the Contract, to pay the City the sum of Two Hundred Fifty Dollars (\$250.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work, not as a penalty but as liquidated damages for breach of contract as herein set forth. The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the credit herein

provided is not a penalty but a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay.

H. Acceptance

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

I. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

J. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

K. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

L. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its

corporate affiliates and their agents.

M. Extra Work

1. Requested by City

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Agreement price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

N. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

O. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.

- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- G. This Contract is considered a non-exclusive Contract between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.

- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

.....

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: October 15, 2018

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: October 22, 2018

CONTRACTOR

By: [Signature]
Signature DAVID I. BUCKMAN, EXECUTIVE VICE

CORPORATE SEAL

PRESIDENT, GENERAL COUNSEL & SECRETARY
Name & Title, Typed or Printed

UNIVERSAL PROTECTION SERVICES LLC d/b/a
ALLIED UNIVERSAL SECURITY SERVICES
Name of Company, Corp., etc.

EIGHT TOWER BRIDGE, SUITE 600
161 WASHINGTON STREET
Mailing Address

CONSHOHOCKEN, PA 19428
City, State and Zip

484-351-1300
Area Code/Telephone Number

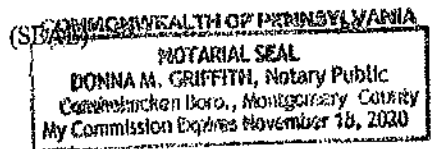
david.buckman@avs.com
Email Address

STATE OF Pennsylvania

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 20th day of SEPTEMBER, 2018, by DAVID BUCKMAN, as the EVP and General Counsel Sec., on behalf of Allied Universal.
He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this 20th day of September, 2018.



[Signature]
Signature of Person Taking Acknowledgment
Donna M. Griffith
Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires: 11/18/2020



WS ___ RM X
WS 5.B
Item No *AMS.C*

CITY COMMISSION MEMORANDUM 23-039
FEBRUARY 27, 2023 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Angela Adkins, Administrative Support Supervisor Development Services
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Budget Amendment for Reserve Fund

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval of Resolution No. 3115, to amend the budget in an amount of \$64,350 is being requested

FISCAL/STAFFING STATEMENT:

The Security Guard costs will be allocated amongst the General Fund, Building Fund, Solidwaste Fund, Stormwater Fund, and Water/Sewer Funds each year based upon the number of employees located in city hall. Currently that allocation would be:

General Fund - \$41,962.00	69%
Building Fund - \$7,139.00	12%
Solid Waste - \$1,198.00	2%
Stormwater - \$599.00	1%
Water/Sewer \$9,591.00	16%

In order to not be considered a misappropriation of funds, there must be some basis for allocation, all of these funds have specific purposes and as such may only be used for the purpose designed. The three methods of allocation that staff came up with are either by employees located in the building being monitored by the security guard, square footage of that building, or number of visitors to each area of that building. Staff chose to go with the number of employees in each fund from City Hall until further information can be obtained regarding the number of visitors per area.

BACKGROUND:

The recent COVID-19 pandemic coupled with other contemporary security issues have necessitated a transition in the way access to City Hall is granted. As part of this transition, access to the second floor and west wing areas will become more controlled. This will create a small controlled zone in the lobby area that will contain non-compliant or agitated visitors and houses members of the Building and Licensing Team. In order to secure this area, the City will provide physical security in the form of a contracted security guard who will be armed. The responsibility of the security guard will be to deter negative behavior, maintain a safe and secure environment in

time of crisis, provide professional customer service, and conduct monitoring and observation activities.

LEGAL REVIEW:

The City Attorney has prepared a Piggyback Agreement (PBA 22/23-222) and has no legal objection to the actions and procurement.

The City Commission moved to continue approval of Resolution No. 3115 on February 13, 2023.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 3115 and the issuance of a purchase order to Allied Universal not to exceed \$64,350.

SUGGESTED MOTION:

“I move to approve Resolution No. 3115 and the issuance of a purchase order to Allied Universal, not to exceed \$64,350.”

Attachments: City of Orlando Contract Award
Piggyback Agreement (PBA 22/23-222)
Budget Resolution No. 3115

GROUP NUMBER . : 02280 DEV SVC-SECURITY GUARD
 GROUP USER . . : POSEYS Posey, Shanna - Executive

TRANS NO	TRANS DATE	DOCUMENT	ACCOUNT NUMBER	DESCRIPTION 1	PROJECT	BUDGET AMOUNT	ORIG(Y/N)
DESCRIPTION 2		TYPE					
0000100	02/27/2023	BA 05-102	001-0000-389.98-00	DEV SVC-SECURITY GUARD		64,350.00	
0000200	02/27/2023	BA 05-102	135-0000-381.60-00	DEV SVC-SECURITY GUARD		64,350.00	
0000300	02/27/2023	BA 05-102	135-1114-524.34-00	DEV SVC-SECURITY GUARD		64,350.00	
0000400	02/27/2023	BA 05-102	001-7979-581.91-36	DEV SVC-SECURITY GUARD		64,350.00	

TOTALS:

	AMOUNT CALCULATED	AMOUNT ENTERED	DIFFERENCE
COUNT:	4	4	
AMOUNT:	257,400.00	257,400.00	<i>Cynthia Lindsey</i> 3/14/2023