AGREEMENT

Between

CITY

And

_____

For

CITY OF KEY WEST PRIVATE SECURITY SERVICES

Date

AGREEMENT FOR PRIVATE SECURITY SERVICES

This is an Agreement between: the City of Key West and the Carolina Street Corridor and Bahama Village Community Redevelopment Agency, its successors and assigns, hereinafter referred to as "CITY,"

AND

_____., a corporation organized under the laws of the State of _____, its successors and assigns, hereinafter referred to as "PROPOSER."

The PROPOSER, in consideration of the unit prices to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for Request for Proposal (RFP) #004-19 CITY OF KEY WEST PRIVATE SECURITY SERVICES, to the extent of the Proposal made by the Proposer, dated the _____ day of_____ , all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, AND SCOPE OF WORK.

WHEREAS, the CITY by Resolution No. _____ and _____ accepted the bid of PROPOSER to provide security services to CITY; and

WHEREAS, the parties agree as follows:

1. PROPOSER shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to the Mole Pier, Mallory Square, Key West Bight, City Marina at Garrison Bight and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in RFP #004-19 , which is incorporated by reference hereto.

2. PROPOSER is an independent contractor, and at its own cost and expense, shall perform the services as authorized by Purchase Order issued by CITY, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services as described in RFP #004-19.

3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with RFP #004-19.

4. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. Thereafter it may be extended upon written consent of both parties for additional two (2) year terms.

5. The City agrees to pay to the Proposer the hourly rates, as outlined in the Bid Form. The City will allow an annual CPI increase by adjusting the hourly rates by the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Hourly rates for the additional two (2) year options, if exercised, will be agreed upon by both parties before the exercise of such option.

6. In addition to any other remedies for failing to strictly adhere to the requirements of this Agreement, and without waiving any right to enforce any provision of this Agreement, City and PROPOSER agree that the following measures may be instituted by City for PROPOSER'S failure to meet the service requirements in RFP #004-19. Should the PROPOSER be unable to provide the required services as described in this contract and related bid documents, then the City may provide services using Key West Police Department personnel at the established detail rate. The cost of those services will be borne by the PROPOSER. PROPOSER shall notify City 48-hours prior to any day when PROPOSER knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.

7. CITY shall pay PROPOSER within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.

8. PROPOSER to the fullest extent permitted by law expressly agrees to indemnify and hold harmless the CITY, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by PROPOSER or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the PROPOSER or its subcontractors, material men or agents of any tier or their respective employees.

9. The PROPOSER's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the PROPOSER's limit of or lack of sufficient insurance protection

10. The CITY reserves the right to terminate this AGREEMENT at any time, but with no less than 30-days written notice to PROPOSER.

11. PROPOSER reserves the right to terminate this AGREEMENT at any time, but with no less than 120-days written notice to the CITY.

12. PROPOSER shall not assign, sublet, or transfer any rights under, or interest in this Agreement without the written consent of the City Manager.

13. This Agreement shall be governed by the laws of the State of Florida. Both parties waive trial by jury on any action brought to enforce or otherwise related to this agreement.

14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be impaired thereby, but such remaining provisions shall be interpreted and enforced so to achieve, as near as may be possible, the purpose of this Agreement, to the extent permitted by law.

15. This Agreement constitutes the full and complete Agreement between the CITY and PROPOSER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument of the same formality and dignity hereof.

16. PROPOSER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROPOSER 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 the PROPOSER any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

17. In the carrying out of this Agreement, PROPOSER shall not discriminate any employee or applicant for employment because of race, color, religion, national origin or citizenship status, sex, gender identity or expression, pregnancy, sexual orientation, age, disability, or military status. In carrying out this Agreement, PROPOSER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin or citizenship status, sex, gender identity or expression, pregnancy, sexual orientation, age, disability, or military status

18. Any notices sent shall be sent to the parties by U.S. mail as follows:

CITY OF KEY WEST
Port and Marine Services
201 William Street
Key West, FL 33040
305-809-3790
786-307-7541

PROPOSER

SIGNATURE PAGE FOR
AGREEMENT FOR
CITY OF KEY WEST PRIVATE SECURITY SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement To be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

City of Key West, Florida

By: _____ Date: _____

Mayor

Attest:_____Date: _____
Cheryl Smith
City Clerk

Proposer

By: _____ Date: _____

Print Name: _____

Title: _____

Witness _____ Date:_____

Witness _____ Date:_____