
MASTER AGREEMENT

Between

CITY OF KEY WEST

And

FLORIDA KEYS SECURITY, LLC

For

**CITY OF KEY WEST TEMPORARY
PRIVATE SECURITY SERVICES**

April 18, 2025

AGREEMENT FOR TEMPORARY PRIVATE SECURITY SERVICES

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

AND

Florida Keys Security, LLC, a corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT."

The CONSULTANT, in consideration of the unit prices to be paid by the Owner and of the covenants and agreements herein contained, hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for CITY OF KEY WEST TEMPORARY PRIVATE SECURITY SERVICES, to the extent of the Proposal made by the CONSULTANT, dated the 14th day of April 2025, all in full compliance with the Contract Documents referred to herein.

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

WHEREAS, the parties agree as follows:

1. CONSULTANT shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to Key West Bight, City Marina at Garrison Bight and the Key West Ferry Terminal, as described in the proposal specifications, which is incorporated by reference hereto.
2. CONSULTANT 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 Scope of Services.
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 Scope of Services.
4. ***This Agreement is for a term of up to 6-months and shall not exceed \$50,000***
5. The City agrees to pay to the CONSULTANT the hourly rates, as outlined in the Proposal Form.
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 CONSULTANT agree that the following measures may be instituted by City for CONSULTANT'S failure to meet the service requirements of the proposal. Should the CONSULTANT be unable to provide the required services as described in this contract

and related proposal 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 CONSULTANT. CONSULTANT shall notify City 48-hours prior to any day when CONSULTANT knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.

7. CITY shall pay CONSULTANT within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
8. CONSULTANT 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 CONSULTANT 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 CONSULTANT or its subcontractors, material men or agents of any tier or their respective employees.
9. The CONSULTANT'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 CONSULTANT's limit of or lack of sufficient insurance protection
10. The CITY reserves the right to terminate this AGREEMENT at any time, with or without cause, but with no less than 30-days written notice to CONSULTANT.
11. CONSULTANT reserves the right to terminate this AGREEMENT at any time, but with no less than 120-days written notice to the CITY.
12. CONSULTANT 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 CONSULTANT 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. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT 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, CONSULTANT 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, CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated equally 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

CONSULTANT
Florida Keys Security, LLC
B27 9th Avenue
Key West, FL 33040
305-587-0104

**SIGNATURE PAGE FOR
AGREEMENT
TEMPORARY 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: Brian L. Barroso Date: 4/18/25
Brian L. Barroso, City Manager



Attest: Keri O'Brien Date: 4/18/25
Keri O'Brien, City Clerk

FLORIDA KEYS SECURITY, LLC

By: Joel Doria-Conde Date: 4/14/25
Joel Doria-Conde, Principal

Witness: Debra Hartman Date: 4/14/25

Witness: Alan P. Ponder Date: 4/14/25

PROPOSAL FORM

PORT AND MARINA SECURITY SERVICES

The security services for each facility are outlined in the Scope of Work section

LOCATION	UNBURDENED HOURLY RATE (\$)¹	RATE IN WORDS	BURDENED HOURLY RATE (\$)²	RATE IN WORDS
Key West Bight	18.00	Eighteen	26.36	Twenty-Six Thirty Six
City Marina	18.00	Eighteen	26.36	Twenty - Six Thirty Six
Key West Bight Ferry Terminal	18.00	Eighteen	26.36	Twenty-Six Thirty Six

¹ Direct Labor Cost

² Direct Labor Cost, O/H, G&A, Profit

CONSULTANT

The name of the CONSULTANT submitting this Proposal is: **Florida Keys Security, LLC**

Doing business at: **B27 9th Avenue, Key west, Florida 33040**

Telephone No.: **(305) 587-0104**

This address is where all communication concerning this Proposal shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Proposal as Principals are as follows:

Name	Title
Joel Dorta Conde	Owner
<i>[Signature]</i>	

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 14th day of April, 2025.

(SEAL)
Name of Corporation

By:

Title:

Attest:

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this ____ day of _____, 20__.

Signature of CONSULTANT _____

Title _____