

AGREEMENT

Between

CITY

and

RALONS SECURITY, LLC

For

CITY OF KEY WEST PRIVATE SECURITY SERVICES

July 23, 2021

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

Ralons Security, LLC ., a corporation organized under the laws of the State of Florida 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) #005-21 CITY OF KEY WEST PRIVATE SECURITY SERVICES, to the extent of the Proposal made by the Proposer, dated the 14th day of May, 2021, 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. 21-141 and 21-152 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 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 #005-21 , 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 #005-21.
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 #005-21.
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 #005-21. 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

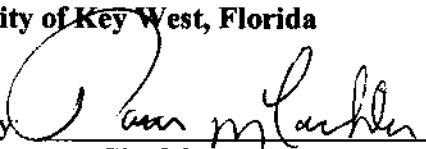
Ralons Security, LLC
10900 NW 25th Street
Doral, FL 33172
786-615-5522

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

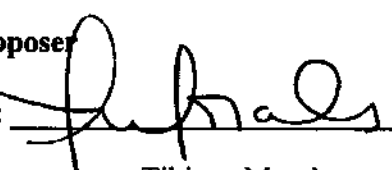
IN WITNESS WHEREOF, the parties hereto have caused this Agreement
To be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:


City of Key West, Florida


By:  Date: 8/9/2021
City Manager

Attest:  Date: 8/9/21
City Clerk

Proposer
By:  Date: August 3, 2021
Print Name: Tibizay Morales

Title: CEO

Witness  Date: August 3, 2021

Witness  Date: 8-3-21

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID FORM

To: CITY CLERK
CITY OF KEY WEST, FLORIDA
1300 WHITE STREET
KEY WEST, FLORIDA 33040

Project Title: CITY OF KEY WEST PRIVATE SECURITY SERVICES,

Project No.: RFP No. 005-21

BIDDER'S INFORMATION

Name: Ralons Security, LLC

Address: 10900 NW 25th St. Suite 100

Doral, FL. 33172

Contact Name: Tibizay Morales

Email: tmorales@ralonsamerica.com

Telephone: (786) 615-5522

Fax: (786) 364-7187



City of Key West
1300 White St.
Key West Florida, 33040

ADDENDUM NO. 1

RFP #005-21 CITY OF KEY WEST PRIVATE SECURITY SERVICES

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES:


1. Revised bid form attached.

QUESTIONS & CLARIFICATIONS:

1. Is there a living wage requirement? *No*
 2. Is the Proposer required to provide a motor vehicle for any part of the contract? If so, please indicate vehicle type, location(s) and number of anticipated hours. *No*
 3. Please provide the annual hours requested during the previous fiscal year. *Hours are equivalent to hours in the bid document*
 4. Do you anticipate more or less hours being requested under the new contract? *Neither*
 5. Is parking available for security officers at each site? *Yes*
 6. Are restrooms available at each site? *Yes*
 7. What equipment, if any, will be provided by the City of Key West? *None. Proposer will be required to provide a phone that works with the City's ProxiGuard Security Guard Tour System*
 8. What equipment, other than flashlights, will be required by the Proposer? *Refer to bid document*
 9. Are there facilities at each site where the Proposer can use for storing equipment and supplies? *Yes*
 10. Does the City have an accelerated payment program for vendors? *No*
 11. Who is the current incumbent? *Florida Keys Security, LLC*
 12. When was the current incumbent awarded the contract? *January 2019*
 13. Could you please provide us copy of current contract? *Attached*
 14. Are there any subcontractors being used for the current contract? *No*
 15. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.) *3 year with 2 year options*
 16. What was the start date of the initial contract? *February 2019*
 17. What was the amount spent in the last 12 months? *\$229,746.04*
 18. What was the total spent in the last billed month? *\$20,266.10*
 19. Are there any other rates billed separately (such as equipment, vehicles, etc.) *No*
-

20. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources? *Cruise ship security was removed from this RFP*
21. What was the amount spent on this contract last year? *1/1/2020-12/31/2020 \$229,159.62*
22. What is the estimated total number of annual hours for this contract? *Refer to RFP*
23. What is the current bill rate for each position? *\$21.26*
24. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc. *Not currently*
25. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage? *No*
26. Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), pages limits, paper type, etc.? *Refer to RFP*
27. Is the current contract using vehicles? If yes, how many? *One golf cart*
28. Will your agency hold a public opening? If yes, can you please provide with the date, time, and location? *Refer to RFP*

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Ralons Security, LLC

Name of Business

BID FORM

PORT AND MARINA SECURITY SERVICES

The security services for each facility is 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/ Key West Bight Ferry Terminal³	\$16.00	Sixteen	\$23.50	Twenty-three fifty
City Marina⁴	\$16.00	Sixteen	\$23.50	Twenty-three fifty
Key West Bight Ferry Terminal⁵	\$16.00	Sixteen	\$23.50	Twenty-three fifty

¹ Direct Labor Cost.

² Direct Labor Cost, O/H, G&A, Profit.

³ One (1) guard from 6:00 pm until 6:00 am Monday – Friday, One (1) guard from 6:00 am Saturday – 6:00 am Monday

⁴ One (1) guard daily from 5:30 PM until 5:30 AM.

⁵ One (1) guard from 3:00 pm until 6:00 pm. Monday – Sunday or when Key West Express is docked at the ferry terminal facility.

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: Ralons Security, LLC

Doing business at 10900 NW 25th St. Suite 100

City Doral State FL Zip 33172

Telephone No. (786) 615-5522

This address is where all communications concerning this Bid shall be sent.

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

Name	Title
Tibizay Morales	CEO
_____	_____
_____	_____

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 14 day of MAY, 2021



Name of Corporation _____
By: [Signature] _____

Title: Tibizay Morales, CEO _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

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

Signature of Bidder _____

Title _____

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for:

RFP #005-21 City of Key West Private Security Services

2. This sworn statement is submitted by Ralons Security, LLC
(Name of entity submitting sworn statement)

whose business address is 10900 NW 25th St. Suite 100 Doral, FL. 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-2453161

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

3. My name is Tibizay Morales
(Please print name of individual signing)

and my relationship to the entity named above is Chief Executive Officer

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Proposer list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted Proposer list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Proposer list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted Proposer list. (Please describe any action taken by or pending with the Department of General Services.)

[Handwritten Signature]

(Signature)

5/14/2021

(Date)

STATE OF Florida

COUNTY OF Miami Dade

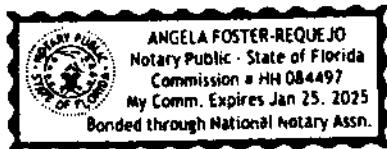
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Tibizay Morales who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 14 day of May, 2021.

My commission expires:

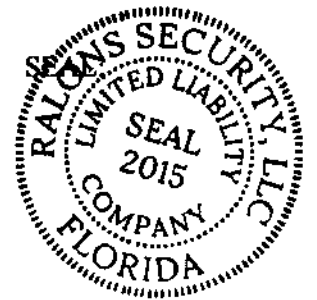
[Handwritten Signature: Angela Foster-Requejo]
NOTARY PUBLIC



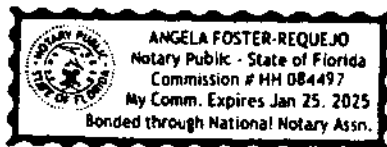
CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Proposer expressly agrees to indemnify and hold harmless the City of Key West, 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.

Proposer: Ralons Security, LLC
10900 NW 25th St. Suite 100 Doral, FL. 33172
Address
[Signature]
Signature
Tibizay Morales
Print Name
CEO
Title
DATE: May 14, 2021



Sworn and subscribed before this 14 day of May, 2021
Angela Foster-Requejo
NOTARY PUBLIC, State of Florida, at Large
My Commission Expires: 01/25/2025



**LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Ralons Security, LLC Phone: 786-615-5522

Current Local Address: 5901 College Rd. Suite 1512 Fax: (305) 735-4411
(P.O Box numbers may not be used to establish status)

Length of time at this address: 4 years

[Signature] Date: 5/14/2021
Signature of Authorized Representative

STATE OF Florida COUNTY OF Miami Dade

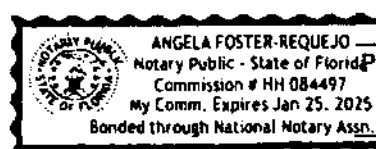
The foregoing instrument was acknowledged before me this 14 day of May, 2021.

By Tibizay Morales, of Ralons Security, LLC.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification Florida Drivers License as identification
(Type of identification) A416-800-69-585-0

[Signature]
Signature of Notary

Return Completed form with Supporting documents to:
City of Key West Purchasing



ANGELA FOSTER-REQUEJO
Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Miami-Dade)

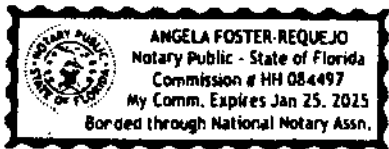
I, the undersigned hereby duly sworn, depose and say that the firm of Ralons Security, LLC provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: [Signature]

Sworn and subscribed before this 14 day of May, 2021

Angela Foster-Requejo
NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 01/25/2025



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
COUNTY OF Miami-Dade : SS

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Ralons Security, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

By: _____
[Handwritten Signature]

Sworn and subscribed before me this

14 day of May, 20 21.

Angela Foster-Requejo

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 01/25/2025



**This Endorsement Modifies Your Policy.
Please Review It Carefully.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR A
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is an Insured is amended to include as an additional insured any owner, lessee or contractor for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

1. Your acts or omissions,
 2. The acts or omissions of those acting on your behalf, and
 3. "Your work", as included in the "products-completed operations hazard";
- in the performance of your operations for the additional insured.

B. This insurance shall not apply to claims, "suits" and/or damages arising out of the acts, omissions and/or negligence of the additional insured(s).

C. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

D. Primary and Noncontributory Provision

The insurance afforded to the additional insured will be Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the Named Insured.

E. Waiver of Subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those who are added as additional insureds by this endorsement because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for an additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.
 2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
 3. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of an additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA – COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM COMMON POLICY CONDITIONS

A. Extended Cancellation Condition

Paragraph 2.b. of the **Cancellation** Common Policy Condition is replaced by the following:

60 days before the effective date of cancellation if we cancel for any other reason.

B. Temporary Substitute Auto -- Physical Damage Coverage

The following provision is added to the **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** paragraph under **Section I – Covered Autos**:

If Physical Damage Coverage is provided by this Coverage Form, that coverage is extended to include any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

C. The following provisions are added to the Who Is An Insured paragraph under Section II – Liability Coverage:

1. Broad Form Named Insured

Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

2. Blanket Additional Insured

Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

- a. The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
- b. This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your "employees".
- c. There is no coverage provided to this person or organization for "bodily injury" to its "employees", nor for "property damage" to its property.
- d. Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- e. The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers that potentially provide insurance for the claim or "suit".
- f. The coverage provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy; or
 - (2) The coverage and/or limits required by the "insured contract".
- g. The status of a person or organization as an "insured" under this provision ends when your operations for that "insured" are completed.

3. Employee As Insured

Your "employee" while using their owned "auto", or an "auto" owned by a member of their household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess over any other collectible insurance.

D. Fellow Employee Coverage

The following provision is added to the **Fellow Employee** exclusion under **Section II – Liability Coverage**:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision is excess over any other collectible insurance.

E. Blanket Waiver Of Subrogation

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under the **Broad Form Named Insured** and **Blanket Additional Insured** provisions of this endorsement.

F. The Coverages paragraph under **Section III – Physical Damage Coverage** is amended as follows:

1. The following coverages are added:

a. **Audio, Visual And Data Electronic Equipment Coverage**

(1) Coverage

- (a) We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
- (b) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in Paragraph (a) above.
However, this does not include tapes, records or discs.

If Audio, Visual And Data Electronic Equipment Coverage endorsements CA 99 60 or CA 99 94 are attached to this policy, this coverage provision does not apply.

(2) Exclusions

With the exception of any references to audio, visual or data electronic equipment, the exclusions that apply to Physical Damage Coverage also apply to this coverage. The following additional exclusions also apply.

We will not pay for any electronic equipment, or accessories used with that equipment, that is:

- (a) Necessary for the normal operation of the covered "auto" and the monitoring of the covered "auto's" operating system; or
- (b) An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto" in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

(3) Limit Of Insurance

With respect to this coverage, the **Limit Of Insurance** paragraph of **Section III – Physical Damage Coverage** is replaced by the following:

- (a) The most we will pay for "loss" to audio, visual or data electronic equipment, and any accessories used with that equipment, as a result of any one "accident" is the lesser of:
 - (i) The actual cash value of the damaged or stolen property as of the time of the "loss";
 - (ii) The cost of repairing or replacing the stolen property with other property of like kind and quality; or
 - (iii) \$1,000.
- (b) An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
- (c) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

(4) Deductible

With respect to this coverage, the **Deductible** paragraph of **Section III – Physical Damage Coverage** is replaced by the following:

- (a) If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
- (b) If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
- (c) If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
- (d) In the event there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

b. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

c. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Rental Reimbursement Coverage

- (1) We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- (2) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$50 per day.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (5) If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **Coverage Extensions** paragraph.

If endorsement CA 99 23 - Rental Reimbursement Coverage is attached to this policy, this coverage does not apply to a coverage "auto" that is described or designated as a covered "auto" on that endorsement.

2. Physical Damage - Additional Transportation Expense Coverage

The first sentence of the **Transportation Expenses** Coverage Extension is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

3. Hired Auto Physical Damage Coverage - Loss Of Use

The **Loss Of Use Expenses** paragraph under **Coverage Extensions** is replaced by the following:

Subject to a maximum of \$1,000 per "accident", we will cover loss of use of a hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

4. Personal Effects Coverage

The following provision is added to the **Coverage Extensions** paragraph:

For any owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss". No deductible applies to this Coverage Extension.

G. Airbag Coverage

The following provision is added to the **Exclusions** paragraph under **Section III - Physical Damage Coverage**:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

H. The Limit Of Insurance paragraph under Section III - Physical Damage Coverage is amended as follows:

1. Loan/Lease Gap Coverage

The following provision is added:

The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or
- b. The balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any, or all, of the following adjustments:
 - (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
 - (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
 - (4) Transfer or rollover balances from previous loans or leases.
 - (5) Final payment due under a balloon loan.
 - (6) The dollar amount of any unrepaired damage that occurred prior to the total "loss" of a covered "auto".
 - (7) Security deposits not refunded by a lessor.
 - (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
 - (9) Loan or lease termination fee.

2. New Vehicle Replacement Cost

Paragraph 3. is replaced by the following:

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss". However, in the event of a total "loss" to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased with the vehicle;

- b. The purchase price, as negotiated by us, of a "new vehicle" of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available; or
- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 pounds or less gross vehicle weight), and does not apply to initiation or set-up costs associated with loans or leases.

I. The following provisions are added to the Deductible paragraph under Section III – Physical Damage Coverage:

1. Two Or More Deductibles

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the following provisions apply:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived.
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

2. Glass Repair – Waiver Of Deductible

The following provision is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

J. Section IV – Business Auto Conditions is amended as follows:

1. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph A.2.a. is replaced by the following:

In the event of an "accident", claim, "suit" or "loss":

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An executive officer or insurance manager, if you are a corporation;

must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

2. Unintentional Failure To Disclose Hazards

The following provision is added to Paragraph B.2:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

3. Hired Auto – Limited Worldwide Coverage

Paragraph B.7.5.(a) is replaced by the following:

The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

K. Section V – Definitions is amended as follows:

- 1. The definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

- 2. The following definitions are added:

- a. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

- b. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money or securities.

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name RALONS SECURITY, LLC
Location Addr 5901 COLLEGE RD
Lic NBR/Class 31149 STATE LICENSED PROFESSIONAL
Issued Date 9/25/2020 Expiration Date: September 30, 2021

ATTORNEY, PHYSICIAN OR OTHER STATE LICENSED
PROFESSIONAL

Comments: SECURITY AGENCY

Restrictions: B1500167 (07/31/2021) BB1500021(10/20/2021)

RALONS SECURITY, LLC
10900 NW 25TH STREET
SUITE 100
MIAMI, FL 33172

This document must be prominently displayed.

RALONS SECURITY, LLC

**2020 / 2021
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2021**

Business Name: RALONS SECURITY LLC

RECEIPT# 47161-123465

Owner Name: TIBIZAY ALVAREZ MORALES
Mailing Address: 10900 NW 25TH ST STE 100
DORAL, FL 33172

Business Location: 5901 COLLEGE ROAD STE 1512
KEY WEST, FL 33040
Business Phone: 786-615-5522
Business Type: MISCELLANEOUS SERVICE (SECURITY SERVICE)

Employees 27

STATE LICENSE: BB1500021

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	150.00	0.00	0.00	0.00	150.00

Paid 000-19-00037738 09/24/2020 150.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2021**

Business Name: RALONS SECURITY LLC

RECEIPT# 47161-123465

Owner Name: TIBIZAY ALVAREZ MORALES
Mailing Address: 10900 NW 25TH ST STE 100
DORAL, FL 33172

Business Location: 5901 COLLEGE ROAD STE 1512
KEY WEST, FL 33040
Business Phone: 786-615-5522
Business Type: MISCELLANEOUS SERVICE (SECURITY SERVICE)

Employees 27

STATE LICENSE: BB1500021

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	150.00	0.00	0.00	0.00	150.00

Paid 000-19-00037738 09/24/2020 150.00

State of Florida

Department of State

I certify from the records of this office that RALONS SECURITY, LLC is a limited liability company organized under the laws of the State of Florida, filed on November 21, 2014.

The document number of this limited liability company is L14000180559.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 13, 2021, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of April, 2021*



Randy Be
Secretary of State

Tracking Number: 4501097410CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM
COMMISSIONER

DIVISION OF LICENSING

05/23/18
DATE ISSUED

07/31/21
DATE OF EXPIRATION

B 1500167
LICENSE NUMBER

RALONS SECURITY, LLC

10900 NW 25TH ST
STE 100
DORAL, FL 33172

MORALES, TIBIZAY, OTHER

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



ADAM H. PUTNAM
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NICOLE "NIKKI" FRIED
COMMISSIONER

DIVISION OF LICENSING

06/19/19
DATE ISSUED

10/20/21
DATE OF EXPIRATION

BB1500021
LICENSE NUMBER

RALONS SECURITY LLC (KEY WST BRANCH)

5901 COLLEGE RD
KEY WEST, FL 33040

THE SECURITY AGENCY BRANCH OFFICE NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



NICOLE "NIKKI" FRIED
COMMISSIONER

Nicole Fried

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**NICOLE "NIKKI" FRIED
COMMISSIONER**

DIVISION OF LICENSING

08/13/20
DATE ISSUED

08/24/22
DATE OF EXPIRATION

DS1800069
LICENSE NUMBER

RALONS ACADEMY

10900NW 25 ST
STE 100
DORAL, FL 33172

THE SECURITY OFFICER SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



**NICOLE "NIKKI" FRIED
COMMISSIONER**

Nicole Fried