

AGREEMENT BETWEEN
MILLENIUM SERVICES, INC. AND
COCOPLUM CIVIC ASSOCIATION, INC.

THIS AGREEMENT, ENTERED INTO THIS ____ DAY OF October 2018, by and between COCOPLUM CIVIC ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, hereinafter referred to as the "COCOPLUM", and MILLENIUM SERVICES, INC., a Florida Corporation hereinafter referred to as the "CONTRACTOR".

WHEREAS, on October ____, 2018, the City of Coral Gables Commission, by their adoption of Resolution No. ____-18, provided for the utilization of off-duty police officers to perform guard services seven (7) days per week, for a total of one hundred twelve (112) hours per week, commencing October 9, 2018 and expiring September 30, 2019, located in the area established as the District and authorized the City Manager to enter into a service agreement to secure such services; and

WHEREAS, COCOPLUM and CONTRACTOR agree that the rates paid by the City (\$41.00 per hour for daytime service from 6:00 AM to 10:00 PM and \$44.00 per hour for nighttime service from 10:00 PM to 6:00 AM) are below the rates required for the provision of service; and

WHEREAS, COCOPLUM and CONTRACTOR have agreed that COCOPLUM will pay CONTRACTOR the difference between the City payment of \$41.00 per hour for daytime service and \$44.00 per hour for nighttime services and \$45.00 for daytime services and \$50.00 for nighttime services as required by CONTRACTOR for up to 112 hours per week; and

WHEREAS, the CONTRACTOR is a corporation that utilizes Florida Highway Patrol Officers to work in an off-duty capacity as independent contractors, with prior approval of the Florida Highway Patrol; and

WHEREAS, the CONTRACTOR, through its President, Manuel E. Sanchez, has received authorization from the Florida Highway Patrol to work in an off-duty police officer capacity to provide security services for the COCOPLUM PHASE I SECURITY GUARD SPECIAL TAXING DISTRICT

and to assume responsibility for the scheduling of off-duty police officers to provide staffing for this District's security program.

NOW, THEREFORE, FOR THE CONSIDERATION AS HEREIN SET FORTH, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Section 1 The CONTRACTOR shall be deemed as an independent contractor performing the duties enumerated herein. The CONTRACTOR shall not in any event be considered nor shall it represent itself as agent, officer, servant or employee of COCOPLUM in the performance of its activities under this Agreement.

Section 2 The CONTRACTOR agrees to be responsible for furnishing management, supervision, manpower, equipment, marked police vehicle and supplies as required to provide one uniformed and armed off-duty police officer as a roving mobile patrol sixteen (16) hours per day, from October 9, 2018 through September 30, 2019 within the COCOPLUM PHASE I SECURITY GUARD SPECIAL TAXING DISTRICT. The aforementioned vehicle shall be a marked Florida Highway Patrol automobile.

In no event may the total hours billed within a fiscal year exceed 5,712 hours.

Section 3 COCOPLUM agrees to pay the CONTRACTOR a fixed hourly rate detailed hereinafter for the actual number of hours delivered:

- a. \$4.00 for hours served from 6:00AM through 10:00PM;
- b. \$6.00 for hours served from 10:00PM through 6:00AM;

These rates represent the difference between the rate CONTRACTOR has quoted for the provision of security services and the rate paid by the City of Coral Gables for security services in the Cocoplum Phase I Special Taxing District.

The fixed hourly rate is inclusive of all costs necessary to provide security service as described in this Agreement.

Any rate change would require a contract amendment agreed to by both the CONTRACTOR and the COCOPLUM.

Special Holiday rates shall be part of the CONTRACTOR'S agreement with the City of Coral Gables and shall not be charged in conjunction with this Agreement.

Section 6 The CONTRACTOR shall indemnify and hold harmless COCOPLUM and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COCOPLUM or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COCOPLUM, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COCOPLUM or its officers, employees, agents and instrumentalities as herein provided.

Section 7 The CONTRACTOR shall furnish to City of Coral Gables, Finance Department, 405 Biltmore Way, Coral Gables, FL 33134, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance on a comprehensive basis, including Personal Injury Liability, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The City of Coral Gables and the Cocoplum Civic Association, Inc. must be shown as an additional insured with respect to this coverage; and
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the

operations of the contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than “B” as to management and no less than “Class V” as to financial strength by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City of Coral Gables Risk Management Division.

The company must hold a valid Florida Certificate of Authority and be shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida,” issued by the State of Florida Department of Insurance and must be a member of the Florida Guaranty Fund.

Certificates will also indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Section 8 The term of this Agreement is for an initial period from the date of this agreement to September 30, 2019. This Agreement may be terminated by either party, at any time, without cause, by sixty (60) days prior notification in writing of a desire to terminate.

Section 9 COCOPLUM retains the option of renewing this Agreement or any Amendment thereof for successive two-year periods with the consent of the CONTRACTOR. The renewal Agreement may be terminated by either party, at any time, without cause, by sixty (60) days prior notification in writing of a desire to terminate.

Section 10 The CONTRACTOR agrees to bill COCOPLUM for services rendered on a weekly basis. The COCOPLUM will review and audit all charges billed for services rendered prior to payment of said charges and will pay within thirty (30) days of receipt of invoice. Cost of cellular phone calls determined to be non-business related shall be deducted from payments made by the COCOPLUM to the CONTRACTOR.

Section 11 The CONTRACTOR is subject to and agrees to comply with the Living Wage Ordinance # 99-44.

Section 12 All written notices under this Agreement will be by certified mail addressed to the following address of COCOPLUM:

Hector D. Fortun, President
Cocoplum Civic Association, Inc.
255 Cocoplum Road
Coral Gables, Florida 33134

and the following address for the CONTRACTOR:

Millenium Services, Inc.
3160 SW 7th Street
Miami, Florida 33135

Section 13 This Agreement represents the sole and total Agreement of the parties. No representations, except those contained within this Agreement are to be considered in construing this Agreement.

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

COCOPLUM CIVIC ASSOCIATION, INC.

By: _____
Manuel E. Sanchez
President
Millenium Services, Inc.

PRESIDENT OR HIS DESIGNEE