RESOLUTION 2027-004

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S RECOMMENDATION AND AWARDING NON-EXCLUSIVE CONTRACTS TO CENTURION SECURITY GROUP, LLC AND FPI SECURITY SERVICES, INC. FOR SECURITY GUARD SERVICES UNDER RFP NO. 26-014, FOR USE BY THE TOWN AND MEMBER AGENCIES OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AGREEMENTS; AUTHORIZING RENEWALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 6, 2026, the Town advertised RFP No. 26-014 Security Guard Services, on behalf of the Town and member agencies of the Southeast Florida Governmental Purchasing Cooperative; and

WHEREAS, on September 2, 2026, the Town received thirteen (13) responses to the solicitation; and

WHEREAS, the Town's Selection Committee evaluated the responsive proposals in accordance with the criteria established in the RFP and recommended that the Town proceed with negotiations with the highest-ranked firms; and

WHEREAS, following negotiations, the Town desires to award non-exclusive contracts to Centurion Security Group, LLC and FPI Security Services, Inc. for Security Guard Services, at the negotiated rates and under the terms and conditions set forth in their respective Agreements; and

WHEREAS, the resulting contracts shall be available for use by the Town and member agencies of the Southeast Florida Governmental Purchasing Cooperative in accordance with their respective needs and applicable procurement procedures; and

WHEREAS, each Agreement shall have an initial term of two (2) years, with two (2) additional two-year renewal terms available at the discretion of the Town Administrator, pursuant to the terms and conditions of the respective Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby accepts the Selection Committee's recommendation and approves the award of non-exclusive contracts under RFP No. 26-014, Security Guard Services, to Centurion Security Group, LLC and FPI Security Services,

Inc. at the negotiated rates and pursuant to the terms and conditions set forth in their respective Agreements.

Section 3. The contracts awarded pursuant to this Resolution shall be available for use by the Town of Southwest Ranches and member agencies of the Southeast Florida Governmental Purchasing Cooperative. The contracts are non-exclusive and do not guarantee either Contractor any minimum quantity, expenditure, number of assignments, or volume of work.

Section 4. The Town Council hereby approves an initial contract term of two (2) years and authorizes the Town Administrator, at the Town Administrator's discretion and subject to the terms and conditions of the respective Agreement, to exercise up to two (2) additional two-year renewal terms.

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreements in substantially the same form as attached hereto as Composite Exhibit "A," and to make such modifications, additions, and/or deletions as they deem necessary and proper to effectuate the intent of this Resolution.

Section 6. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of October, 2026 on a motion by V/M Jablonski and seconded by C/M Hartmann.

Breitkreuz	Yes
Jablonski	Yes
Allbritton	Yes
Hartmann	Yes
Kuczenski	Yes

Ayes	5
Nays	0
Absent	0
Abstaining	0

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

1001.2026.106

EXHIBIT A - AGREEMENT

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

CENTURION SECURITY GROUP, LLC

FOR

SECURITY GUARD SERVICES
RFP NO. 26-014

AGREEMENT FOR

SECURITY GUARD SERVICES – TERM CONTRACT
RFP NO. 26-014

THIS IS AN AGREEMENT (the "Contract") made and entered into on this 22 day of October, 2026, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and Centurion Security Group, LLC. (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to the SECURITY GUARD SERVICES (the "Services"); and

WHEREAS, the Town advertised a Request for Proposals (RFP), No. 26-014 on August 6, 2026; and

WHEREAS, thirteen (13) proposals were received by the Town on September 2, 2026; and

WHEREAS, the Town has adopted Resolution No. 2027- 004 at a public meeting of the Town Council approving multiple non-exclusive awards under RFP No. 26-014, including an award to Contractor; and

WHEREAS, Contractor's Proposal is attached to this Contract as Exhibit "A" and made a part hereof.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Contract, as well as all Exhibits, the RFP, Contractor's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor's performance of the Work shall govern over the less stringent criteria.

1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida or applicable jurisdiction. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all the Contract Documents, good workman practices for Contractor and all applicable codes, ordinances, rules, laws and regulations governing the Work.

1.3 Cooperative Use. This Contract is awarded pursuant to RFP No. 26-014 for use by members of the Southeast Florida Governmental Purchasing Cooperative. Participating agencies may utilize the Contract through their own purchase order, agreement, or other

authorized procurement instrument and shall be independently responsible for ordering, administering, accepting, and paying for services procured by that agency. The Town shall have no financial responsibility or liability for services ordered by another participating agency.

Section 2: Term of this Contract and Contract Time

2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

SECURITY GUARD SERVICES
RFP NO. 26-014

2.2 The Town shall have the ability to terminate this Contract as provided in "Section 17: Termination."

2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.

2.5 Prices shall remain firm and fixed during the initial term of the contract in accordance with Exhibit "A."

The initial contract for service is for a two (2) year term. The Contract may be renewed for two (2) additional terms of two (2) years each, upon mutual agreement of the parties, subject to the terms and conditions of the Contract.

For any renewal periods, the Contractor shall submit any proposed contract price increases in writing at least ninety (90) days prior to the renewal date. Requests received after such date shall not be considered and the contract price shall remain unchanged for that renewal period. Increases for renewal periods shall be limited to three percent (3%) for each two-year renewal period, or the U.S. Consumer Price Index (CPI), whichever is lower, and are subject to the discretion of the Town Administrator.

Section 3: Compensation & Method of Payment

3.1 Contractor shall render all Work under the Contract at the final negotiated unit prices set forth in the approved Price Proposal, attached hereto and incorporated herein as Exhibit

"A" ("Contract Rates"). Payment shall be based upon the actual services authorized and satisfactorily performed at the applicable Contract Rates. No minimum quantity, expenditure, or volume of Work is guaranteed under this Contract.

3.1.1 **Overtime.** No overtime premium shall apply unless specifically authorized in advance by the ordering agency. If authorized, any overtime premium shall not exceed one and one-half (1.5) times the applicable regular hourly rate. Overtime resulting solely from the Contractor's scheduling, staffing, or personnel management shall not be billable to the ordering agency at a premium rate.

3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. Contractor shall perform the Work at the applicable Contract Rates established pursuant to Section 3.1, except as otherwise expressly authorized by the Contract Documents. Any modification to the Contract Rates shall require written approval in accordance with this Contract.

3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

3.4 Contractor shall submit invoices for services rendered in accordance with the Contract Rates. Each invoice shall include sufficient supporting documentation to identify and verify the services performed, including, as applicable, the service location, date(s) of service, personnel classification, hours worked, applicable Contract Rate, and any other information reasonably required by the Town. Payment shall be subject to the Town's verification that the invoiced services were authorized and satisfactorily performed in accordance with the Contract Documents. The Town may withhold or dispute payment for services that were not authorized, were not satisfactorily performed, are not adequately documented, or are otherwise inconsistent with the Contract Documents. No payment shall be due for additional or unauthorized services performed without the Town's prior approval.

Section 4: Assignment

4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.

5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be

made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.

5.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.

5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.

5.6 Contractor shall carry the following minimum types of insurance:

A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars ($100,000)** for each incident, and **One Hundred Thousand Dollars ($100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars ($1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars ($1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars ($2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises

and/or operations, independent Contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **UMBRELLA / EXCESS LIABILITY:** Contractor shall maintain Umbrella or Excess Liability Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate. Such coverage shall be written on a follow-form basis over the required Commercial General Liability, Automobile Liability, and Employer's Liability policies and shall provide coverage at least as broad as the underlying policies.

5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.

5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**

5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.

5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.

5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Contractor shall pay all sales, consumer, use and other similar taxes. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent Contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent Contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13 No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship

into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Records Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DEBRA RUESGA, TOWN CLERK, DRUESGA@SOUTHWESTRANCHES.ORG , TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.

B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate

Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 10 of this Contract;
4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of monies due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 20: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 21: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 22: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to or arising out of THIS Contract.

Section 23: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 24: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 25: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 26: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 27: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 29: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 30: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches

Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Richard C. Rodriguez, CEO
Centurion Security Group, LLC
13000 SW 120th Street
Miami, Florida 33186

Section 31: Miscellaneous

A. **Ownership of Documents**. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

B. **Independent Contractor**. Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

C. **Conflicts**. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert

opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

D. Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

E. Materiality and Waiver of Breach. The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

F. Joint Preparation. The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

G. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

H. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

I. Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

J. Truth-in-Negotiation Certificate. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

K. **Registration Requirement; Termination**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/ subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

L. **Discriminatory Vendor List**. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or Contractor under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Contractor represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

M. **Non-Exclusive Agreement.** This Agreement is non-exclusive and does not guarantee Contractor any minimum quantity, expenditure, number of assignments, or volume of work.

N. **Foreign Entity Compliance.** Contractor represents and warrants that it is eligible to contract with the Town under all applicable provisions of Sections 287.138, 288.007, and 692.201 through 692.204, Florida Statutes. By executing this Agreement, Contractor further certifies, under penalty of perjury, that it is not prohibited from contracting with the Town under such statutes and is in compliance with all applicable requirements thereof.

O. **Human Trafficking Certification.** Pursuant to Section 787.06, Florida Statutes, Contractor certifies, under penalty of perjury, that it does not use coercion for labor or

services, as defined in Section 787.06, Florida Statutes. Contractor further certifies that the individual executing this Agreement is duly authorized to make this certification on behalf of Contractor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates set forth below. The individual executing this Agreement on behalf of Contractor further declares, under penalties of perjury, that he or she has read the foregoing representations and certifications contained in Sections "N" and "O" of this Agreement, that the facts stated therein are true and correct, and that he or she is duly authorized to execute this Agreement on behalf of Contractor.

CENTURION SECURITY GROUP, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 9 day of October 2026.

WITNESSES:

Jesserra Gonzalez.

CENTURION SECURITY GROUP, LLC:

By: _____

CEO

Title:

10 day of October 2026

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

22 day of October, 2026

By: _____
Russell Muñiz, Town Administrator

22nd day of October, 2026

ATTEST:

_____
Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Keith M. Poliakoff, Town Attorney
1001.2026.100

Negotiated Rates
October 2026

PRICE PROPOSAL FORM

Proposer Name
Centurion Security Group, LLC

The Respondent shall provide firm-fixed unit prices for the services identified below. Proposed rates shall include all labor, supervision, equipment, vehicles (where applicable), uniforms, overhead, profit, insurance, travel, permits, and all other costs necessary to fully perform the services described in this solicitation. This Price Proposal Form is submitted solely for evaluation and contract award purposes and does not constitute a purchase order, guarantee of work, minimum purchase commitment, or authorization to perform services.

SECURITY GUARD SERVICES

A. Standard Service Rates:

Service	Unit	Proposed Rate
Unarmed Security Officer	Per Hour	$ 24.55
Armed Security Officer	Per Hour	$ 25.75
Security Supervisor	Per Hour	$ 27.60
Unarmed Foot Patrol Officer	Per Hour	$ 24.55
Golf Cart Patrol Officer, including cart	Per Hour	$ 27.64
Vehicle Patrol Officer, including vehicle	Per Hour	$ 36.17

Note: Unarmed Security Officers, Armed Security Officers, Security Supervisors, Foot Patrol Officers, Golf Cart Patrol Officers, and Vehicle Patrol Officers may be assigned duties including, but not limited to, access control, credential verification, metal detector screening, bag inspections, crowd management, patrol, parking control, site monitoring, incident response, and other related security functions consistent with their assigned role and applicable licensure.

B. Optional Service Rates:

Description	Unit	Proposed Rate
Bicycle Patrol Officer	Per Hour	$ 27.74
K-9 Security Team	Per Hour	$ N/A

Description	**Unit**	**Proposed Rate**
Executive Protection	Per Hour	$ N/A
Event Command Post /Mobile Command Unit	Per Hour	$ N/A
Temporary Access Control /Credentialing Personnel	Per Hour	$ 27.29
Parking & Traffic Control Personnel	Per Hour	$ N/A
Drone Observation Support *(where legally permissible)*	Per Hour	$ N/A
Other (Describe)*	_____	$ SEE ATTACHED

*Respondents may attach a separate sheet identifying and pricing additional municipal security-related services that are incidental to and consistent with the scope of this solicitation. Only those additional services expressly accepted by the Town as part of the awarded contract shall become part of the resulting Agreement.

Firm Name: Centurion Security Group, LLC **Date:** October 6th, 2026

Authorized Representative (Print): Richard C. Rodriguez **Signature:** 

Firm name: Centurion Security Group, LLC
Authorized Representative: Richard C. Rodriguez

Description	Weekly Quantity /Hours	Unit Rate	Weekly Amount	Monthly Quantity /Hours	Monthly Amount
[1]Golf Cart, including one fully burdened cart	1	$76.15	$76.15	4.33	$330.00
[2]Roving Patrol Officer for Golf Cart	40	$24.55/hour	$982.00	173.33	$4,255.33
Total Golf Cart Pricing			**$1,058.15**		**$4,585.33**
[3]Vehicle, including one fully burdened vehicle	1	$530.77	$530.77	4.33	$2,300.00
[4]Roving Patrol Officer for Vehicle	40	$25.75/hour	$1,030.00	173.33	$4,463.33
Total Vehicle Pricing			**$1,560.77**		**$6,763.33**
Combined Total			**$2,618.92**		**$11,348.66**

Footnotes

[1] *Assumes full-time (40 hours) use of one (1) fully burdened golf cart at a weekly rate of $76.15, including gas, maintenance, and insurance, but excluding the Roving Officer rate.*

[2] *Assumes one full-time (40 hours) Roving Officer for the golf cart.*

[3] *Assumes full-time (40 hours) use of one (1) fully burdened vehicle at a weekly rate of $530.77, including gas, maintenance, and insurance, but excluding the Roving Officer rate.*

[4] *Assumes one full-time (40 hours) Roving Officer for the vehicle.*

CAPABILITY & SUPPLEMENTAL PRICING STATEMENT

RFP 26-014: Town of Southwest Ranches Municipal Security Solutions

Presented by Charlie Group Operational LLC in Strategic Partnership with Centurion Security Group

State Agency Licenses

- Private Investigative Agency: A 3100115
- Security Agency: B 3400223
- Security Officer School: DS 3100036

Individual State Licenses (A. Arakas)

- Class C (Private Investigator) | Class MB (Agency Manager)
- Class K (Firearms Instructor) | Class G (Armed Security)
- Class D (Security Officer) | Class DI (Instructor)

Cooperative Purchasing Discount: To maximize value for the Town of Southwest Ranches and its cooperative partners, Charlie Group Operational LLC extends a **35% discount** off standard specialized training, consulting, executive protection, and investigative service rates for municipal employees.

Please note: Larger class sizes are eligible for even larger volume-based tier discounts.

Service Category	Standard Rate	35% Discount	Final Member Rate
1. Operational Guard Support			
Guard & Patrol Services (Incl. Last-Minute)	Standard Baseline	Baseline Matched	Matched SW Ranches Coop Price
2. Specialized Services & Executive Protection			
Executive Protection Services	$113.00 / hr	-$39.55	**$73.45 / hr**
Vulnerability Assessments*	Case-by-Case	35% Applied	**Case-by-Case***
3. Consulting & Investigative Services (Class C Licensed)			
Security Analysis (Typically ~4 hrs/site)	$135.00 / hr	-$47.25	**$87.75 / hr**
Basic Background Checks	$135.00 / file	-$47.25	**$87.75 / file**
Private Investigations & Surveillance	$135.00 / hr	-$47.25	**$87.75 / hr**

* Evaluated on a case-by-case basis depending on project scope, facility size, and operational complexities (e.g., standard executive office, probation office, or critical infrastructure such as water treatment plants).

Detailed Rate Schedule (Continued)

Service Category	Standard Rate	35% Discount	Final Member Rate
4. Professional, HR & Compliance Training			
Full-Day New Hire Onboarding (HR, Violence, Harassment, Fire, Safety)**	$400.00 / std	-$140.00	**$260.00 / std**
Active Shooter Workshop**	$135.00 / std	-$47.25	**$87.75 / std**
Custom Conflict Awareness**	$135.00 / std	-$47.25	**$87.75 / std**
Refuse to be a Victim Seminar**	$135.00 / std	-$47.25	**$87.75 / std**
Tactical Onboarding (De-escalation & 1st Amend.)**	$135.00 / std	-$47.25	**$87.75 / std**
5. Emergency Medical Training (Rates for Municipal/Town Staff)			
CPR (Hands-On Only)**	$55.00 / std	-$19.25	**$35.75 / std**
CPR & First Aid	$135.00 / std	-$47.25	**$87.75 / std**
CPR, First Aid & AED (Adult, Child, Infant)	$145.00 / std	-$50.75	**$94.25 / std**
Basic Life Support (BLS) - Excl. First Aid	$155.00 / std	-$54.25	**$100.75 / std**
First Aid for Severe Trauma (FAST)	$135.00 / std	-$47.25	**$87.75 / std**
Emergency Medical Response (EMR)	$635.00 / std	-$222.25	**$412.75 / std**
6. Tactical & Less-Lethal Certifications			
ASP Baton Certification	$135.00 / std	-$47.25	**$87.75 / std**
Tactical Flashlight Training	$135.00 / std	-$47.25	**$87.75 / std**
Saber Pepper Spray Training	$135.00 / std	-$47.25	**$87.75 / std**
7. State Tactical Licensing			
40-Hour Class D Security Officer License	$155.00 / std	-$54.25	**$100.75 / std**
28-Hour Class G Armed Security License	$350.00 / std	-$122.50	**$227.50 / std**

VALUE-ADD GUARANTEE FOR GUARD OPERATIONS

All Centurion Security Group and Charlie Group Operational guard deployments include our comprehensive New Hire Onboarding & Tactical Course (covering CPR, De-escalation, Active Shooter, First Amendment Auditor, Workplace Violence, Harassment, and Fire Safety) for assigned personnel at

EXHIBIT A - AGREEMENT

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FPI SECURITY SERVICES, INC.

FOR

SECURITY GUARD SERVICES
RFP NO. 26-014

AGREEMENT FOR

SECURITY GUARD SERVICES – TERM CONTRACT
RFP NO. 26-014

THIS IS AN AGREEMENT (the "Contract") made and entered into on this 22 day of October, 2026, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and FPI Security Services, Inc. (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to the SECURITY GUARD SERVICES (the "Services"); and

WHEREAS, the Town advertised a Request for Proposals (RFP), No. 26-014 on August 6, 2026; and

WHEREAS, thirteen (13) proposals were received by the Town on September 2, 2026; and

WHEREAS, the Town has adopted Resolution No. 2027-004 at a public meeting of the Town Council approving multiple non-exclusive awards under RFP No. 26-014, including an award to Contractor; and

WHEREAS, Contractor's Proposal is attached to this Contract as Exhibit "A" and made a part hereof.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Contract, as well as all Exhibits, the RFP, Contractor's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor's performance of the Work shall govern over the less stringent criteria.

1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida or applicable jurisdiction. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all the Contract Documents, good workman practices for Contractor and all applicable codes, ordinances, rules, laws and regulations governing the Work.

1.3 Cooperative Use. This Contract is awarded pursuant to RFP No. 26-014 for use by members of the Southeast Florida Governmental Purchasing Cooperative. Participating agencies may utilize the Contract through their own purchase order, agreement, or other

authorized procurement instrument and shall be independently responsible for ordering, administering, accepting, and paying for services procured by that agency. The Town shall have no financial responsibility or liability for services ordered by another participating agency.

Section 2: Term of this Contract and Contract Time

2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

SECURITY GUARD SERVICES
RFP NO. 26-014

2.2 The Town shall have the ability to terminate this Contract as provided in "Section 17: Termination."

2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.

2.5 Prices shall remain firm and fixed during the initial term of the contract in accordance with Exhibit "A."

The initial contract for service is for a two (2) year term. The Contract may be renewed for two (2) additional terms of two (2) years each, upon mutual agreement of the parties, subject to the terms and conditions of the Contract.

For any renewal periods, the Contractor shall submit any proposed contract price increases in writing at least ninety (90) days prior to the renewal date. Requests received after such date shall not be considered and the contract price shall remain unchanged for that renewal period. Increases for renewal periods shall be limited to three percent (3%) for each two-year renewal period, or the U.S. Consumer Price Index (CPI), whichever is lower, and are subject to the discretion of the Town Administrator.

Section 3: Compensation & Method of Payment

3.1 Contractor shall render all Work under the Contract at the final negotiated unit prices set forth in the approved Price Proposal, attached hereto and incorporated herein as Exhibit

"A" ("Contract Rates"). Payment shall be based upon the actual services authorized and satisfactorily performed at the applicable Contract Rates. No minimum quantity, expenditure, or volume of Work is guaranteed under this Contract.

3.1.1 **Overtime.** No overtime premium shall apply unless specifically authorized in advance by the ordering agency. If authorized, any overtime premium shall not exceed one and one-half (1.5) times the applicable regular hourly rate. Overtime resulting solely from the Contractor's scheduling, staffing, or personnel management shall not be billable to the ordering agency at a premium rate.

3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. Contractor shall perform the Work at the applicable Contract Rates established pursuant to Section 3.1, except as otherwise expressly authorized by the Contract Documents. Any modification to the Contract Rates shall require written approval in accordance with this Contract.

3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

3.4 Contractor shall submit invoices for services rendered in accordance with the Contract Rates. Each invoice shall include sufficient supporting documentation to identify and verify the services performed, including, as applicable, the service location, date(s) of service, personnel classification, hours worked, applicable Contract Rate, and any other information reasonably required by the Town. Payment shall be subject to the Town's verification that the invoiced services were authorized and satisfactorily performed in accordance with the Contract Documents. The Town may withhold or dispute payment for services that were not authorized, were not satisfactorily performed, are not adequately documented, or are otherwise inconsistent with the Contract Documents. No payment shall be due for additional or unauthorized services performed without the Town's prior approval.

Section 4: Assignment

4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.

5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be

made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.

5.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.

5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.

5.6 Contractor shall carry the following minimum types of insurance:

A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars ($100,000)** for each incident, and **One Hundred Thousand Dollars ($100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars ($1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars ($1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars ($2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises

and/or operations, independent Contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **UMBRELLA / EXCESS LIABILITY:** Contractor shall maintain Umbrella or Excess Liability Insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate. Such coverage shall be written on a follow-form basis over the required Commercial General Liability, Automobile Liability, and Employer's Liability policies and shall provide coverage at least as broad as the underlying policies.

5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.

5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**

5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.

5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.

5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Contractor shall pay all sales, consumer, use and other similar taxes. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent Contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent Contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13 No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship

into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Records Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DEBRA RUESGA, TOWN CLERK, DRUESGA@SOUTHWESTRANCHES.ORG , TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.

B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate

Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 10 of this Contract;
4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of monies due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 20: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 21: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 22: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to or arising out of THIS Contract.

Section 23: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 24: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 25: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 26: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 27: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 29: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 30: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches

Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Alexander Perez
FPI Security Services, Inc.
1771 North Flamingo Road
Pembroke Pines, Florida 33028

Section 31: Miscellaneous

A. **Ownership of Documents**. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

B. **Independent Contractor**. Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

C. **Conflicts**. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert

opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

D. **Contingency Fee**. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

E. **Materiality and Waiver of Breach**. The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

F. **Joint Preparation**. The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

G. **Drug-Free Workplace**. Contractor shall maintain a drug-free workplace.

H. **Headings**. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

I. **Binding Authority**. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

J. **Truth-in-Negotiation Certificate**. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

K. **Registration Requirement; Termination**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/ subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

L. **Discriminatory Vendor List**. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or Contractor under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Contractor represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

M. **Non-Exclusive Agreement.** This Agreement is non-exclusive and does not guarantee Contractor any minimum quantity, expenditure, number of assignments, or volume of work.

N. **Foreign Entity Compliance.** Contractor represents and warrants that it is eligible to contract with the Town under all applicable provisions of Sections 287.138, 288.007, and 692.201 through 692.204, Florida Statutes. By executing this Agreement, Contractor further certifies, under penalty of perjury, that it is not prohibited from contracting with the Town under such statutes and is in compliance with all applicable requirements thereof.

O. **Human Trafficking Certification.** Pursuant to Section 787.06, Florida Statutes, Contractor certifies, under penalty of perjury, that it does not use coercion for labor or

services, as defined in Section 787.06, Florida Statutes. Contractor further certifies that the individual executing this Agreement is duly authorized to make this certification on behalf of Contractor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates set forth below. The individual executing this Agreement on behalf of Contractor further declares, under penalties of perjury, that he or she has read the foregoing representations and certifications contained in Sections "N" and "O" of this Agreement, that the facts stated therein are true and correct, and that he or she is duly authorized to execute this Agreement on behalf of Contractor.

FPI SECURITY SERVICES, INC. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 22 day of October 2026.

WITNESSES:

Jorge Castro

FPI SECURITY SERVICES, INC.:

By: _____

President

Title:

14th day of Oct 2026

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

22 day of October, 2026

By: _____
Russell Muñiz, Town Administrator

22nd day of October, 2026

ATTEST:

_____
Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Keith M. Poliakoff, Town Attorney
1001.2026.101

TOWN OF SOUTHWEST RANCHES, FLORIDA
SECURITY GUARD SERVICES – TERM CONTRACT
RFP NO. 26-014

Negotiated Rates
October 2026

PRICE PROPOSAL FORM

Proposer Name:
FPI Security Inc.

The Respondent shall provide firm-fixed unit prices for the services identified below. Proposed rates shall include all labor, supervision, equipment, vehicles (where applicable), uniforms, overhead, profit, insurance, travel, permits, and all other costs necessary to fully perform the services described in this solicitation. This Price Proposal Form is submitted solely for evaluation and contract award purposes and does not constitute a purchase order, guarantee of work, minimum purchase commitment, or authorization to perform services.

SECURITY GUARD SERVICES

A. Standard Service Rates:

Service	Unit	Proposed Rate	
Unarmed Security Officer	Per Hour	$37.50*	*$26.50 Per Hour if guaranteed regular full-time schedule of a minimum of 40 hours p/Week
Armed Security Officer	Per Hour	$65.00	
Security Supervisor	Per Hour	$65.00	
Unarmed Foot Patrol Officer	Per Hour	$40.00	
Golf Cart Patrol Officer, including cart	Per Hour	$100.00	
Vehicle Patrol Officer, including vehicle	Per Hour	$150.00	

Note: Unarmed Security Officers, Armed Security Officers, Security Supervisors, Foot Patrol Officers, Golf Cart Patrol Officers, and Vehicle Patrol Officers may be assigned duties including, but not limited to, access control, credential verification, metal detector screening, bag inspections, crowd management, patrol, parking control, site monitoring, incident response, and other related security functions consistent with their assigned role and applicable licensure.

B. Optional Service Rates:

Description	Unit	Proposed Rate
Bicycle Patrol Officer	Per Hour	$65.00
K-9 Security Team	Per Hour	$_N/A

TOWN OF SOUTHWEST RANCHES, FLORIDA
SECURITY GUARD SERVICES – TERM CONTRACT
RFP NO. 26-014

Description	**Unit**	**Proposed Rate**
Executive Protection	Per Hour	$75.00
Event Command Post /Mobile Command Unit	Per Hour	$100.00
Temporary Access Control /Credentialing Personnel	Per Hour	$40.00
Parking & Traffic Control Personnel	Per Hour	$40.00
Drone Observation Support *(where legally permissible)*	Per Hour	$125.00
Other (Describe)*	N/A	$N/A

*Respondents may attach a separate sheet identifying and pricing additional municipal security-related services that are incidental to and consistent with the scope of this solicitation. Only those additional services expressly accepted by the Town as part of the awarded contract shall become part of the resulting Agreement.

Firm Name: FPI Security Services Date: 8/27/2026

Authorized Representative (Print): Alexander Perez Signature: 