



FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 18-004

The Highlands County Board of County Commissioners (HCBC, County) is seeking quotations for the following products and/or services:

Security Services for the Placid Lakes Special Benefit District (PLSBD)

GENERAL INFORMATION:

Requesting/End-User Department:	<u><i>Business Services Department / NAV Division</i></u>
Project Manager:	<u><i>Sarah Albritton, NAV</i></u>
Submittal deadline:	<u><i>4 P.M. on Wednesday, November 22, 2017</i></u>
Submit via:	<u><i>Fax: 863-402-6537 or Email to jasoto@hcbcc.org</i></u>
Contact for questions:	<u><i>Ms. Jamee Soto (863-402-6526 or jasoto@hcbcc.org)</i></u>
License requirement:	<u><i>Refer to paragraph 1.1 and 2.8</i></u>
Insurance requirements:	<u><i>Contractors may submit a certificate of insurance (Acord form showing the Highlands County Board of County Commissioners as the certificate holder) with their response to this Request or may submit with that Response a letter from a licensed insurance agent confirming that the vendor can be insured for the amounts required by paragraph 1.11 of this Request upon award. The awarded vendor must supply a certificate of insurance (Acord form showing the Highlands County Board of County Commissioners as the certificate holder) for the work to be performed or goods to be delivered pursuant to the purchase order issued pursuant to this Request before that purchase order will be issued.</i></u>

1. GENERAL TERMS AND CONDITIONS:

By submitting a response to this Request for a FWQ, the vendor agrees to the following requirements, which shall be included in any purchase order issued pursuant to this Request:

- 1.1 The vendor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations applicable to the work required to perform this purchase order. Any of the vendor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or vendor resulting from vendor's failure to obtain and maintain required licenses and certifications shall be borne by vendor. All fees, permits, certifications, and licenses are the responsibility of the vendor and are included in the quoted price.
- 1.2 All reports, specifications, documents, plans, analyses, and other data and work product developed by vendor under this purchase order shall be delivered to County at any time upon its request and shall become the property of County upon payment of the agreed upon price without restrictions or limitations.
- 1.3 The vendor shall coordinate with the Requesting/User Department prior to commencing any and all work required to perform this purchase order.
- 1.4 Unless otherwise provided in this purchase order, upon satisfactory completion and delivery of all work or goods to the County pursuant to this purchase order, the County shall pay the amount of the purchase order to the vendor in accordance with Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes. Satisfactory completion shall be determined by Project Manager.
- 1.5 If any litigation is commenced between the parties concerning the work to be performed or goods to be delivered pursuant to this purchase order or the parties' respective rights and duties under this purchase order, the prevailing party may recover reasonable attorney's fees and costs of litigation, in addition to other relief granted. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this purchase order shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.
- 1.6 No delay or failure by either party to exercise any right, and no partial or single exercise of any right, shall constitute a waiver of that or any other right.
- 1.7 Rights and obligations shall be construed in accordance with and governed by the laws of the State of Florida.
- 1.8 Failure of the vendor to comply with the requirements of this purchase order shall constitute a breach of contract. A purchase order may be issued to the vendor that submitted the next lowest/available FWQ with the difference in price being paid by the vendor issued this purchase order.

- 1.9 The vendor shall not assign, transfer, convey, sublet or sell any portion of this purchase order or the performance thereof unless written consent is given, in advance, by the Project Manager.
- 1.10 The vendor shall be responsible for disposal of all material requiring disposal and shall show proof of disposal at an authorized landfill prior to submitting an invoice or other request for payment, if applicable.
- 1.11 Until final payment is received by the vendor from the County pursuant to this purchase order, the vendor shall maintain in force and effect the following insurance for the work to be performed or goods to be delivered pursuant to this purchase order:
- (a) Workers' Compensation – coverage must meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include Employer Liability with a limit \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee).
 - (b) Commercial General Liability - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for:
 - * Premises/Operations
 - * Products/Completed Operations
 - * Broad Form Contractual Liability
 - * Independent Contractors
 - (c) Business Auto Liability, if applicable - coverage shall provide minimum limits of liability of \$500,000 combined single limit per occurrence for bodily injury and property damage, including coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

- 1.12 The vendor shall deliver a completed W-9 form to the County, within ten (10) days after the purchase order is issued, unless it already done so.
- 1.13 The vendor shall be prepared to start providing services within the time stated in this purchase order. Failure to complete the work or deliver goods as scheduled may result in written notice to the vendor terminating its right to proceed. Should the vendor be unable to complete the services or deliver the goods within the scheduled time, the County may use the services or goods provided by another vendor. The difference in the contracted price for the services or delivery of the goods and that paid the new vendor for the services or goods shall be charged to and paid by vendor to whom this purchase order was issued by set-off against any amount owed by the County to that vendor or, if none, shall be paid by that vendor to the County within twenty (20) days after being invoiced by the County.
- 1.14 The County is a political subdivision of the State of Florida and is not subject to federal excise tax or state sales or use tax. The vendor shall not add taxes of any kind to the cost of services or goods or invoice to or collect from the County any federal excise tax or state sales or use tax.
- 1.15 If by providing services to the County pursuant to this purchase order the vendor is a contractor, as defined by Section 119.0701, Florida Statutes, the vendor shall:
- (a) Keep and maintain public records required by the County to perform the services.
 - (b) Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) 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 term of this contract and following competition of this contract if vendor does not transfer the records to the County.
 - (d) Upon completion of performance of services required by this purchase order, transfer to the County, at no cost, all public records in possession of vendor or keep and maintain public records required by the County to perform the services. If the vendor transfers all public records to the County upon completion of the performance of services required by this purchase order, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of performance of services required by this purchase order, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

2. REQUIREMENTS, DELIVERABLES AND QUALIFICATIONS

- 2.1 PURPOSE: The purpose of this FWQ is to identify a CONTRACTOR to provide security services for the Placid Lakes Special Benefit District (PLSBD or DISTRICT) with a single Security Person for one four-hour shift per day between the hours of 8:00 a.m. until 8:00 a.m. next day; Monday thru Sunday, shifts will be determined by the PLSBD.
- 2.2 PREFERENCE: The County's Local Preference Policy and Women/Minority Business Enterprise Preference Policy will apply to the award of this FWQ. Please see the Highlands County Board of County Commissioner's Purchasing Manual with an effective date of October 1, 2017.
- 2.3 CONTRACT: A written contract must be signed by the CONTRACTOR and the County prior to issuance of a purchase order.
- 2.4 CONTRACT PERIOD: The initial contract period is December 16, 2017 to September 30, 2018. The contract may be renewed two (2) times for one (1) additional year each at the discretion of the PLSBD and the Highlands County Board of Commissioners' Purchasing Manager.
- 2.5 SERVICE LOCATION: The geographical area of the DISTRICT.

- 2.6 **SERVICE HOUR REQUIREMENTS:** One (1) four-hour shift per day between the hours of 8:00 a.m. until 8:00 a.m. next day; Monday thru Sunday, shifts will be determined by the PLSBD.
- 2.7 **SCHEDULE:** A total of one (1) officer will be on duty four (4) hours per day, seven (7) days per week CONTRACTOR shall schedule shifts for the services to be provided by CONTRACTOR to DISTRICT two weeks to one month in advance of each calendar month in which the services are to be performed by providing a proposed shift schedule to the Highlands County NAV Division for review and approval. The Highlands County NAV Division will review the proposed shift schedule and return the shift schedule, with any changes required by DISTRICT to CONTRACTOR prior to the first day of each calendar month.

SAMPLE SHIFT SCHEDULE

SHIFT 1	8:00 AM – 12:00 PM
SHIFT 2	10:00 AM – 2:00 PM
SHIFT 3	12:00 PM – 4:00 PM
SHIFT 4	4:00 PM – 8:00 PM
SHIFT 5	8:00 PM – 12:00 AM
SHIFT 6	12:00 AM – 4:00 AM
SHIFT 7	4:00 AM – 8:00 AM

- 2.8 **LICENSE / PERMITS:** All fees, permits and licenses are the responsibility of the CONTRACTOR and shall be included in the contract prices. Any of the CONTRACTOR’S personnel who perform the services at the Work site shall be lawfully licensed pursuant to the appropriate provisions of Chapter 493, Florida Statutes.
- 2.9 **CHANGE ORDER(S):** The CONTRACTOR must have approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the CONTRACTOR. PLSBD may request changes in the services being provided at any time, and such changes shall be subject to mutual written agreement.
- 2.10 **PRICING:** Provided on the Formal Written Quote Form. If the contract is renewed for additional years, the County will apply the Consumer Price Index Adjustment to this FWQ. The contract price quoted for services will be increased annually on the first of October. This increase will be based on the annualized increase as of the preceding July in the Consumer Price Index (CPI) for the U.S. City Average, Wage and Clerical Workers. All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. No annual CPI adjustment shall increase more than five percent (5%) or decrease below the previous year’s rate. Highlands County will notify the vendor of the increased amount. This increased amount will begin with the first billing for the month of October.
- 2.11 **INVOICING / COMPENSATION:** CONTRACTOR shall submit invoices for services rendered to the NAV Division on a monthly basis, no later than five (5) working days after the end of each

month. Each invoice shall set forth the number of hours worked each day at the DISTRICT by each of CONTRACTOR'S employees during the month. Contractor shall not add any fuel surcharges to the charges for service. DISTRICT shall not be billed any overtime or other added costs occasioned as a result of CONTRACTOR'S inability to meet DISTRICT staffing requirements. In the event that the CONTRACTOR is required to provide additional security personnel, the hourly fee shall be at the same rate of the regular fee for normal operations. If overtime is necessary during an emergency, then the pay rate shall be one and one half times that of the regular rate of an eight-hour shift. Overtime billing under these conditions shall be limited to emergency services other than normal scheduled hours.

2.12 PROJECT MANAGER: The Budget Manager of the Highlands County Office of Management and Budget or the designee of the Budget Manager shall be deemed the "Project Manager" for this Contract.

2.13 EQUIPMENT: CONTRACTOR shall provide vehicles, vehicle fuel and maintenance, cell phones, cell phone service, patrol uniforms, equipment, materials, and related services, repairs, and maintenance related to providing the services provided by CONTRACTOR to DISTRICT pursuant to this Agreement.

2.14 CONTRACTOR PERSONNEL:

- (a) The CONTRACTOR will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract. The CONTRACTOR will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the vendor will act, with reasonable care and discretion to prevent any threatened damage, injury or loss.
- (b) CONTRACTOR will be held accountable for damages, theft, or any other breach of security caused by its employees and shall be held directly responsible for errors and omissions of CONTRACTOR'S employees and other persons performing work under the CONTRACTOR'S control for the County. The CONTRACTOR shall be responsible for repair of any damage to County property and restoration of any facility damage.
- (c) The CONTRACTOR shall maintain an adequate staff of qualified personnel throughout the project. In the event of an emergency or upon request by PLSBD, CONTRACTOR shall use its best reasonable efforts to provide up to three (3) additional security personnel in addition to personnel ordinarily assigned to the Work Site at PLSBD's request. Such emergencies may include, but are not limited to, civil disorders, bomb threats, fires, hurricanes, or any such causes, natural or manmade, which may require additional protection of PLSBD employees or property and residents, property owners and their property. PLSBD shall only authorize additional personnel and overtime for a period of time not to exceed thirty (30) days after the beginning of the emergency service.
- (d) CONTRACTOR shall provide each security officer a minimum of eight (8) hours of classroom training at CONTRACTOR'S office prior to assignment at the Work Site. Such

training shall be provided at no cost to PLSBD and shall consist of subjects acceptable to PLSBD including, but not limited to, the following: report writing, powers of arrest, communication methods (telephone and radio equipment), patrols, bomb threat response, firefighting equipment use, and the ethical responsibilities of security personnel to clients. CONTRACTOR agrees that the initial eight (8) hour training session will not be used for other purposes such as new employee processing, or other non-training activities. Prior to any job assignment, such security personnel shall be accompanied by CONTRACTOR'S staff management representative to meet with the PLSBD designee for job orientation. For all new security personnel assigned to PLSBD, CONTRACTOR shall provide a minimum of sixteen (16) hours of on-the-job orientation training at the Work Site. CONTRACTOR shall ensure that all security officers are knowledgeable and familiar with all site and post procedures and cross trained in these post procedures.

- (e) CONTRACTOR shall provide OSHA Hazard and State Right-to-Know training for all its employees who will be assigned to the Work Site, if/as appropriate. Such certificates of training or licenses should be kept on file by CONTRACTOR and be available for inspection and/or copying to PLSBD upon request.
- (f) CONTRACTOR shall provide a minimum of one CPR and First Aid certified security officer on every shift
- (g) The County will not provide any supervision to CONTRACTOR'S employees. CONTRACTOR must have sufficient staffing to oversee all staff, to include training, supervision, and the resolution of issues or problems that may arise.
- (h) The County requires the CONTRACTOR to remove all their personnel from PLSBD property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of Highlands County. Any CONTRACTOR employee charged with, or being prosecuted for, a felony during the course of their employment will be considered reasonably objectionable and their continued work in a County owned building or on County owned property will be terminated, until the case is closed.
- (i) CONTRACTOR shall replace any employee immediately upon the reasonable request of PLSBD. If PLSBD reasonably determines that an employee of CONTRACTOR is not satisfactory, it shall notify CONTRACTOR, and the CONTRACTOR'S employee shall leave the Work Site immediately upon notice.
- (j) The CONTRACTOR shall obtain a Level 2 background check for all personnel through the Florida Department of Law Enforcement (FDLE). This check will be reviewed and mutually approved by the Contractor and County Representatives prior to starting work at County sites. All costs associated with obtaining the required clearances shall be the responsibility of the CONTRACTOR.
- (k) CONTRACTOR shall not assign to the Work Site any security person who has been convicted of a felony within the last ten (10) years. CONTRACTOR shall notify PLSBD in writing, at least ten (10) days prior to the assignment, if any security personnel to be used on the Work Site has been convicted of any crime; provided, however, that possession or use of this information by CONTRACTOR or PLSBD does not violate any federal, state or local laws or regulations. Request by PLSBD for the replacement of any

felon shall be irrefutably deemed a reasonable request and that felon shall not be assigned to the Work Site or, if assigned, shall immediately leave the Work Site.

- (l) CONTRACTOR shall administer pre-employment, pre-placement, and, if and to the extent allowed by law, periodic random drug testing to CONTRACTOR'S employees who will be assigned to PLSBD sites and will assign its employees to the work site only after they have passed such drug tests. Such tests shall conform to the standards set forth by the National Institute of Drug Abuse ("NIDA").
- (m) All employees of the CONTRACTOR shall be subject to the direction, supervision and control of CONTRACTOR.
- (n) PLSBD shall not participate in CONTRACTOR'S individual personnel performance evaluations or any other matter pertaining to the employer/employee relationship. PLSBD shall report CONTRACTOR'S employee's performance problems or misconduct to CONTRACTOR, but PLSBD shall not participate in any disciplinary action involving CONTRACTOR'S employees.
- (o) CONTRACTOR shall enforce strict discipline and good order among its employees at all times and shall be fully responsible for the proper conduct and appearance of its employees while in the geographic area of the PLSBD.
- (p) CONTRACTOR shall be solely responsible for all means, methods, techniques and results of the services provided hereunder; and all acts and omissions of all agents and employees of CONTRACTOR.
- (q) The CONTRACTOR'S work force shall be neat and clean in appearance and shall wear a CONTRACTOR provided uniform with the CONTRACTOR'S name or logo permanently affixed to the shirt. Shoes shall be appropriate for proper safety of task being performed.
- (r) Employees of the CONTRACTOR are required to provide proper identification when requested by properly identified County or PLSBD personnel.
- (s) Employees of the CONTRACTOR shall not be assisted nor accompanied by any individual that is not an employee of the CONTRACTOR while performing duties related to this contract. This includes children and/or other relatives. Employees of the CONTRACTOR that violate this paragraph will be deemed objectionable to the County and will no longer be allowed to work on this County project.
- (t) CONTRACTOR strictly prohibits the usage of any tobacco product, or substance inside any buildings operated by PLSBD. Violations of this policy will result in removal of the Violator. Multiple violations may result in the termination of the Contract.

2.15 INSPECTION: The parties shall mutually agree in writing on the on-the-job post and patrol instructions, and PLSBD shall monitor compliance therewith. The PLSBD shall determine whether CONTRACTOR personnel comply with such instructions by having post and patrol inspections conducted on a periodic basis to monitor performance and appearance.

2.16 PROPRIETARY RIGHTS:

- (a) CONTRACTOR warrants that it shall require that CONTRACTOR'S employees keep any private or proprietary information that may become available to them as a result of their assignment with PLSBD and not disclose such information to any third party.

- (b) CONTRACTOR shall ensure that its employees agree not to make any unauthorized use or disclosure, during or subsequent to their assignment at PLSBD, of any knowledge or information of any unpublished confidential or proprietary nature respecting PLSBD inventions, designs, process or methods, systems, improvements, trade secrets or other private or confidential matter of PLSBD to which said CONTRACTOR'S employee is exposed or observes or which is generated or otherwise acquired by them during their assignment at PLSBD.
- (c) Any PLSBD confidential information received by CONTRACTOR'S employees shall be held in trust and confidence by them and CONTRACTOR, and shall not be disclosed without the prior written consent of PLSBD.
- (d) CONTRACTOR shall not make or use any copies, synopses, or summaries of oral or written material, photographs or any other documentation or information made available or supplied by PLSBD to CONTRACTOR, unless authorized in writing by PLSBD.
- (e) CONTRACTOR warrants and represents that it has, through agreements with its employees or otherwise, the right and power to effect the foregoing obligations.
- (f) PLSBD retains all rights and remedies afforded it under the patent and other laws of the United States and the states thereof, which are designated to protect proprietary or confidential information.

3. FORMS

- (a) Price sheet
- (b) Local Preference Affidavit

The Local Preference Policy can be viewed on the County's website:

http://hcbcc.net/Divisions/office_of_administrative_services/general_services_purchasing/index.php

- (c) Sample Contract

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FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 18-004

VENDOR NAME: _____

(The name entered here will be used to confirm the number of years in business on the Florida Department of State, Division of Corporation's website (sunbiz.org). Please print the exact name of your business entity as it appears on its annual report filed with the Department of State or, if none, your name.)

ADDRESS: _____

PHONE NUMBER: _____

FEIN or SOCIAL SECURITY NUMBER: _____

EMAIL: _____

DOCUMENTATION INCLUDED (Check if included):

W-9 FORM

ACORD LIABILITY INSURANCE
or CONFIRMATION LETTER

(See Item 2.8 of the GENERAL Terms and Conditions for the required minimum coverage)

LOCAL PREFERENCE AFFIDAVIT
(If applicable)

WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION
(If applicable)

COPY OF LICENSE
(If applicable)

HOURLY RATE: \$ _____.

OVERTIME RATE: \$ _____

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 18-004.

AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____

AUTHORIZED REPRESENTATIVE'S NAME (Print): _____

AUTHORIZED REPRESENTATIVE'S TITLE (Print): _____

THIS "OFFICIAL" FORMS MUST BE COMPLETED AND USED IN SUBMITTING YOUR WRITTEN QUOTE. THE BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL WRITTEN QUOTES OR ANY PARTS THEREOF.

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO _____

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this ____ day of _____, 20__.

NOTARY PUBLIC

SEAL

Commission Expiration Date

(SAMPLE CONTRACT)
SECURITY SERVICES AGREEMENT

This SECURITY SERVICES AGREEMENT (the "Agreement") is entered as of _____, 20____, by and between PLACID LAKES SPECIAL BENEFIT DISTRICT, hereafter called DISTRICT, and _____ a Florida limited liability company, with corporate offices located in Lake Placid, Florida, hereafter called CONTRACTOR.

Whereas, DISTRICT desires to have CONTRACTOR provide security personnel for DISTRICT at specified locations, on the terms and conditions set forth below, therefore, DISTRICT and CONTRACTOR mutually agree as follows:

1. NATURE OF AGREEMENT

1.1 This Agreement is a non-exclusive arrangement and DISTRICT is free to make similar arrangements with other companies or individuals to provide similar services. CONTRACTOR shall cooperate with any other contractor employed by DISTRICT.

1.2 All terms, which are defined in this Agreement and specified in the Addenda, shall have the same meaning in the Addenda as in this Agreement. Addenda A through F that are attached hereto are incorporated herein by this reference.

2. SERVICES

2.1 CONTRACTOR shall provide security services to DISTRICT by furnishing DISTRICT with personnel in accordance with the terms and conditions of this Agreement. The number of personnel, length of service and the nature of the services provided shall be determined and directed by DISTRICT and mutually agreed upon.

2.2 The security services provided by CONTRACTOR to DISTRICT pursuant to this Agreement are, primarily, vehicle patrol of the geographical area of the DISTRICT (hereinafter referred to as the "Work Site") by unarmed, uniformed security guards in a street legal patrol vehicle with a cell phone, having cell phone service, turned on to send, receive, and respond to voice and text messages at all times while providing services pursuant to this Agreement. The uniform shall be a patrol uniform approved by the DISTRICT.

2.3 CONTRACTOR shall provide the security guard, vehicles, vehicle fuel and maintenance, cell phones, cell phone service, patrol uniforms, and all other labor, equipment, materials, and related services, repairs, and maintenance related to providing the services provided by CONTRACTOR to DISTRICT pursuant to this Agreement.

2.4 CONTRACTOR shall be responsible for the employment, certification, and scheduling of security personnel who shall meet the professional quality and technical accuracy standards set forth, in part, in Addendum C.

2.5 CONTRACTOR shall be responsible for the coordination of all reports, plans, information, specifications, scheduling and other services furnished under this Agreement.

2.6 The services provided pursuant to this Agreement are solely for the benefit of DISTRICT and the residents and property owners in the geographical area of the DISTRICT.

2.7 The DISTRICT may request changes in the services being provided at any time and those changes shall be subject to mutual written agreement.

2.8 Work performed pursuant to this Agreement will commence after issuance of a Purchase Order or after CONTRACTOR receives a notice to proceed from DISTRICT.

2.9 CONTRACTOR shall be responsible for the employment, certification, and scheduling of security personnel who shall meet the professional quality and technical accuracy standards.

2.10 CONTRACTOR shall coordinate all reports, plans, information, specifications, and scheduling.

2.11 CONTRACTOR shall keep all post workstations, the Central Station and surrounding area, and all areas where CONTRACTOR'S employees work clean and free from rubbish on a regular basis.

2.12 CONTRACTOR shall provide suitable safety appliances as may be needed to safely provide security services.

2.13 CONTRACTOR shall perform all services under, and shall ensure that all CONTRACTOR'S employees operate under, stringent safety precautions.

2.14 CONTRACTOR shall perform all services in accordance with the mutually agreed and written Work Site security procedures and policies in effect and shall ensure that all visitors comply with such security procedures and policies.

3. SCHEDULING

CONTRACTOR shall schedule shifts for the services to be provided by CONTRACTOR to DISTRICT two weeks to one month in advance of each calendar month in which the services are to be performed by providing a proposed shift schedule to the Highlands County NAV Division for review and approval. The Highlands County NAV Division will review the proposed shift schedule and return the shift schedule, with any changes required by DISTRICT to CONTRACTOR prior to the first day of each calendar month. Each month during the Term of this Agreement, including any extended Term, CONTRACTOR shall provide services described in this Agreement according to the shift schedule approved in writing by the Highlands County NAV Division for that calendar month and as provided in Section 23 of this Agreement.

4. TERM

This Agreement shall be in effect December 16, 2017 through September 30, 2018. This Agreement may be renewed for two (2) additional one (1) year periods at the discretion of the DISTRICT and the Highlands County Board of County Commissioners Purchasing Manager.

5. CONTRACT FEES

5.1 DISTRICT shall pay CONTRACTOR for the performance of security services, the contract fees ("Contract Fees") as detailed in Addendum A.

5.2 Rates are established on an hourly basis and reflect a fixed management fee, which includes all wages and costs. DISTRICT shall not be liable for overtime billing due to CONTRACTOR'S inability to fill assignments with personnel other than those already on assignment or those needed immediately preceding their normal shift. There are no additional charges for CONTRACTOR'S support supervision, standard equipment, training, uniforms, or administrative overhead. Fees include the cost of all labor, incidental supplies, permits and licenses necessary for, or incidental to, the services provided and all contributions, assessments, taxes, filing and other costs related to CONTRACTOR'S performance hereunder.

5.3 If this Agreement is extended pursuant to Section 4, the DISTRICT will apply the Consumer Price Index Adjustment to the Contract Fees. The Contract Fees will be increased annually on the first of October of each extended Term. That increase will be based on the annualized increase as of the preceding July in the Consumer Price Index (CPI) for the U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. No annual CPI adjustment shall increase more than five percent (5%) or decrease below previous year's rate. The DISTRICT will notify the CONTRACTOR of the increased amount. This increased amount will begin with the first billing for services provided in the month of October.

5.4 Contract Fees may be increased by the mutual agreement of the parties. CONTRACTOR may decrease Contract Fees at any time and such decreases shall be documented in writing in an amendment to this Agreement.

5.5 CONTRACTOR shall not add any fuel surcharges to the charges for services without a change, by written amendment, to this Agreement.

5.6 All fees, permits, and licenses are the responsibility of CONTRACTOR and are included in the Contract Fees.

6. INVOICING AND PAYMENTS

6.1 CONTRACTOR shall submit invoices for services rendered to Highlands County NAV Division on a monthly basis, no later than five (5) working days after the end of each calendar month. The standard work week shall begin on Monday and end on Sunday.

6.2 Each invoice shall set forth the number of hours worked at DISTRICT by each of CONTRACTOR'S employees during the month and the total amount due to CONTRACTOR from DISTRICT, in accordance with the provisions of Section 5 above.

6.3 To the extent CONTRACTOR is not in default under this Agreement, DISTRICT shall pay each invoice within thirty (30) days after the invoice is submitted, with all required supporting documentation, to the Highlands County NAV Division for payment, subject to the provisions of the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

6.4 Upon the occurrence of any event of default, all obligations on the part of the DISTRICT to make any further payments of funds pursuant to this Agreement shall, if the DISTRICT so elects, terminate, but the DISTRICT may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

7. RESERVED

8. WORK SITE

The Work Site is the geographical area of the DISTRICT. CONTRACTOR shall keep all post workstations, the Central Station and surrounding area, and all areas where CONTRACTOR'S employees work clean and free from rubbish on a regular basis as referred to in the CONTRACTOR'S Rules of Conduct found in Addendum E to this Agreement.

9. DRUG TESTING

CONTRACTOR shall administer pre-employment, pre-placement, and, if and to the extent allowed by law, periodic random drug testing to CONTRACTOR'S employees who will be assigned to DISTRICT sites and will assign it's employees to the Work Site only after they have passed such drug tests. Such tests shall conform to the standards set forth by the National Institute of Drug Abuse ("NIDA").

10. SUPERVISION

10.1 Any of CONTRACTOR'S personnel who perform services at the Work Site shall be lawfully licensed pursuant to the appropriate provisions of Chapter 493, Florida Statutes.

10.2 CONTRACTOR shall obtain a Level 2 background check for all personnel who perform services at the Work Site through the Florida Department of Law Enforcement (FDLE). This check will be reviewed by and mutually approved by the CONTRACTOR and DISTRICT representatives prior to starting work at DISTRICT sites. All costs associated with obtaining the required clearances shall be the responsibility of CONTRACTOR.

Florida Department of Law Enforcement
Crime Information Bureau
PO Box 1489
Tallahassee, FL 32302-1489

10.3 CONTRACTOR shall not assign to the Work Site any security person who has been convicted of a felony within the last ten (10) years. CONTRACTOR shall notify DISTRICT in writing, at least ten (10) days prior to the assignment, if any security personnel to be used on the Work Site has been convicted of any crime; provided, however, that possession or use of this information by CONTRACTOR or DISTRICT does not violate any federal, state or local laws or regulations. Request by DISTRICT for the replacement of any felon shall be irrefutably deemed a reasonable request and that felon shall not be assigned to the Work Site or, if assigned, shall immediately leave the Work Site.

10.4 CONTRACTOR shall enforce strict discipline and good order among its employees at all times and shall be fully responsible for the proper conduct and appearance of its employees while on the Work Site.

10.5 All employees of the CONTRACTOR shall be subject to the direction, supervision and control of CONTRACTOR.

10.6 CONTRACTOR shall be solely responsible for (i) all means, methods, techniques and results of the services provided hereunder; and (ii) all acts and omissions of all agents and employees of CONTRACTOR.

10.7 CONTRACTOR shall take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. CONTRACTOR will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees (b) all materials and equipment: and (c) all property at or surrounding the Work Site. In an emergency affecting the safety of persons or property, CONTRACTOR shall act, with reasonable care and discretion to prevent any threatened damage injury or loss.

10.8 CONTRACTOR shall be responsible for damages, theft, or any other breach of security caused by its employees and shall be held directly responsible for errors and omissions of its employees and other persons performing work under CONTRACTOR'S control for the DISTRICT. CONTRACTOR shall be responsible for repair of any damage to DISTRICT property and restoration of any facility damage.

10.9 CONTRACTOR shall maintain adequate staff of qualified personnel throughout the Term of this Agreement, including any extended Term.

10.10 Employees of CONTRACTOR who are not on-duty are not allowed on the Work Site. Upon DISTRICT request, any employee of CONTRACTOR, whether on-duty or off-duty must leave the Work Site immediately.

10.11 CONTRACTOR'S employees are required to provide proper identification when requested by properly identified DISTRICT residents and personnel.

10.12 Employees of CONTRACTOR shall not be assisted nor accompanied by any individual that is not an employee of CONTRACTOR while performing duties related to this Agreement. This includes children and/or other relatives. Employees of CONTRACTOR that violate this paragraph will be deemed objectionable to DISTRICT and will no longer be allowed to work under this Agreement.

10.13 CONTRACTOR shall strictly prohibit the usage of any tobacco product or substance by CONTRACTOR'S employees inside any buildings operated by DISTRICT. Violations of this policy by an employee of CONTRACTOR will result in removal of Violator. Multiple violations may result in the termination of this Agreement.

10.14 DISTRICT will not provide any supervision to vendor's employees. Vendor must have sufficient staffing to oversee all staff, to include training, supervision, and the resolution of issues or problems that may arise.

10.15 DISTRICT shall not participate in CONTRACTOR'S individual personnel performance evaluations or any other matter pertaining to the employer/employee relationship. DISTRICT shall report CONTRACTOR'S

employee's performance problems or misconduct to CONTRACTOR, but DISTRICT shall not participate in any disciplinary action involving CONTRACTOR'S employees.

10.16 DISTRICT requires CONTRACTOR to remove all CONTRACTOR'S personnel from DISTRICT property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interests of DISTRICT. Any employee of CONTRACTOR charged with, or being prosecuted for, a felony during the course of their employment will be considered reasonably objectionable and their continued work for DISTRICT will be terminated.

10.17 CONTRACTOR shall replace any employee immediately upon the reasonable request of DISTRICT. If DISTRICT reasonably determines that an employee of CONTRACTOR is not satisfactory, it shall notify CONTRACTOR, and the CONTRACTOR'S employee shall leave the Work Site immediately upon notice.

11. HOURS OF OPERATION

11.1 CONTRACTOR shall maintain an adequate staff of employees at DISTRICT to provide security service as specified in Addendum B.

11.2 CONTRACTOR'S employees shall provide DISTRICT completed schedule forms designating the post/patrol assignments no later than 9:00 a.m. on the Monday preceding each workweek.

11.3 CONTRACTOR'S employees shall be cross-trained in all positions on the Work Site for which CONTRACTOR is supplying employees. CONTRACTOR'S employees shall work at a post, station or assignment for no longer than sixteen (16) hours, at which point they will be relieved. CONTRACTOR shall insure that no officer works more than sixteen (16) consecutive hours in any one period of twenty-four hours whether on the Work Site or at another client of CONTRACTOR or, to the best of CONTRACTOR'S knowledge, at any job or combination of jobs during a twenty-four hour period.

11.4 DISTRICT shall be staffed 4 hours a day. Day and time to be made certain by the DISTRICT.

11.5 DISTRICT shall not be billed any overtime or other added costs occasioned as a result of CONTRACTOR'S inability to meet DISTRICT staffing requirements.

12. RESERVED

13. DISTRICT PROPERTY

13.1 CONTRACTOR shall ensure that its employees do not remove any DISTRICT property from the Work Site without DISTRICT'S written permission. Upon the departure of a CONTRACTOR employee or upon an earlier request by DISTRICT, CONTRACTOR shall ensure that its employee has returned all DISTRICT property to DISTRICT unless CONTRACTOR has obtained DISTRICT'S written permission to retain the property. In the event CONTRACTOR is unable to secure the return of DISTRICT'S property from departing CONTRACTOR employees, CONTRACTOR shall be responsible for making diligent effort to effectuate the return of the property and for reimbursing DISTRICT for the value of the property if the property is not returned or replaced to the satisfaction of DISTRICT.

14. PROPRIETARY RIGHTS

14.1 CONTRACTOR warrants that it shall require that CONTRACTOR'S employees keep any private or proprietary information that may become available to them as a result of their assignment with DISTRICT and not disclose such information to any third party. CONTRACTOR shall require that each CONTRACTOR employee assigned to work at DISTRICT execute an individual copy of Addendum F, "Proprietary Information Agreement."

14.2 CONTRACTOR shall ensure that its employees agree not to make any unauthorized use or disclosure, during or subsequent to their assignment at DISTRICT, of any knowledge or information of any unpublished confidential or proprietary nature respecting DISTRICT inventions, designs, process or methods, systems, improvements, trade secrets or other private or confidential matter of DISTRICT to which said CONTRACTOR'S employee is exposed or observes or which is generated or otherwise acquired by them during their assignment at DISTRICT.

14.3 Any DISTRICT confidential information received by CONTRACTOR'S employees shall be held in trust and confidence by them and CONTRACTOR, and shall not be disclosed without the prior written consent of DISTRICT.

14.4 CONTRACTOR shall not make or use any copies, synopses, or summaries of oral or written material, photographs or any other documentation or information made available or supplied by DISTRICT to CONTRACTOR, unless authorized in writing by DISTRICT.

14.5 CONTRACTOR warrants and represents that it has, through agreements with its employees or otherwise, the right and power to effect the foregoing obligations.

14.6 DISTRICT retains all rights and remedies afforded it under the patent and other laws of the United States and the states thereof, which are designated to protect proprietary or confidential information.

15. TERMINATION

15.1 If CONTRACTOR neglects or fails to perform any provision of this Agreement and fails to cure such neglect or failure within five (5) days after written notice thereof, DISTRICT, without prejudice to any other remedy, may immediately terminate this Agreement and deduct from any amounts due CONTRACTOR any and all reasonable costs incurred by DISTRICT in terminating the business relationship with CONTRACTOR.

15.2 If DISTRICT neglects or fails to perform any provision of this Agreement and fails to cure such neglect or failure within five (5) days after written notice thereof, CONTRACTOR, without prejudice to any other remedy, may immediately terminate this Agreement and submit a final invoice for payment to DISTRICT in accordance with Section 6 of this Agreement.

15.3 The employment by CONTRACTOR of unauthorized aliens in violation of Section 274A of the Immigration and Nationality Act of 1990, as from time to time amended, shall constitute an event of default by CONTRACTOR, and upon the occurrence of any event of default, all obligations on the part of DISTRICT to make any further payment of funds pursuant to this Agreement shall, if DISTRICT so elects, terminate, and DISTRICT may, at its option, terminate this Agreement for cause, but DISTRICT may make

any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have, and without becoming liable to make any further payment.

15.4 Either party may, upon providing thirty (30) days written notice, terminate the Agreement at any time, with or without cause. Upon thirty (30) days' notice of termination by either party, DISTRICT shall be liable only for payment in accordance with the provisions of this Agreement for the services performed prior to the effective date of termination.

16. SAFETY AND SECURITY

16.1 CONTRACTOR shall provide suitable safety appliances as may be needed to safely provide security services.

16.2 CONTRACTOR shall perform all services under, and shall ensure that all CONTRACTOR'S employees operate under, stringent safety precautions. CONTRACTOR is familiar with, and shall abide by the safety procedures as referenced in Addendum E, the CONTRACTOR'S Rules of Conduct, applicable to persons on the Work Site.

16.3 CONTRACTOR shall perform all services in accordance with the mutually agreed and written Work Site security procedures and policies in effect and shall ensure that all visitors comply with such security procedures and policies.

16.4 CONTRACTOR must provide OSHA Hazard and State Right-to-Know training for all of its employees who will be assigned to the Work Site, if and as appropriate. Such certificates of training or licenses should be kept on file by CONTRACTOR and be available to DISTRICT for inspection and/or copying upon request. CONTRACTOR'S employees may be asked to verify that they have received such training in Addendum F, "Proprietary Information Agreement", which each such employee shall sign prior to working at the Work Site.

17. COMPLIANCE WITH LAWS

17.1 Each party warrants it shall comply with, and all work performed under this Agreement shall comply with, all applicable federal, state and local laws, rules, regulations or orders issued by any public authority having jurisdiction over the services being provided, including but not limited to: The Williams-Stiger Occupational Safety Health Act of 1970, as amended, any rules, regulations or orders issued thereunder; emission and safety standards; the Fair Labor Standards Act of 1938 (19 U.S.C. 201-219); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); the Toxic Substances Control Act of 1976 (15 U.S.C. 2601); the Immigration Reform and Control Act of 1986, as amended (8 U.S.C. 1101 et seq.); Title VII of the Civil Rights Act of 1964, as amended (Pub L. 88-352, as amended); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. 621 et seq.); the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.); all laws restraining the use of convict labor; Workers' Compensation laws; unemployment laws; all state civil rights and employment, occupational safety and health-related statutes, state right-to-know law. Upon request, each party agrees to certify compliance with any applicable law or regulations. Failure to comply with the above may result in a material breach of this Agreement.

17.2 The following statutes and Executive Orders (E.O.'s) together with regulations issued thereunder are made a part of this Agreement if applicable: E.O. 11246 Equal Employment Opportunity; E.O. 11625, as amended, Minority Business Enterprise; E.O. 12138, Women's Business Enterprise; Section 503 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 793); and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

17.3 CONTRACTOR shall assign and DISTRICT shall accept assignment of qualified applicants to work at the Work Site regardless of race, religion, color, sex, age, sexual orientation, national origin, physical or mental disability, marital status, veteran status or any other factor prohibited by law.

18. INDEPENDENT CONTRACTOR

18.1 CONTRACTOR shall act solely as an independent contractor and nothing in this Agreement shall be construed to give CONTRACTOR the power or authority to act for, bind, or commit DISTRICT. Nothing herein shall be construed to create the relationship of employer and employee, partnership, principal or agent or joint venture between DISTRICT and CONTRACTOR. CONTRACTOR'S employees are not entitled to any of DISTRICT employee benefits.

18.2 CONTRACTOR shall pay all salaries, wages, benefits, payroll and other taxes for all of CONTRACTOR'S employees' services in connection with this Agreement. CONTRACTOR shall carry worker's compensation insurance and shall be responsible for all obligations, reports and deductions required by federal, state and local law. In the event of an accident involving a CONTRACTOR employee, that employee will file claims with CONTRACTOR.

18.3 CONTRACTOR acknowledges that assignment of CONTRACTOR'S employees to work at the DISTRICT in no way creates an employment relationship between DISTRICT and such employees of CONTRACTOR and that such employees shall have no rights or remedies whatsoever against the DISTRICT should their employment end, or their assignment be terminated.

19. CHANGES

DISTRICT may request changes in the services being provided at any time, and such changes shall be subject to mutual written agreement. In the event of any such change, the Contract Fees shall be adjusted according to the provisions of Sections 5 of this Agreement. Any such change shall, except in the case of emergencies endangering the safety of persons or property, be documented in writing. No such change shall be deemed to invalidate this Agreement.

20. INSURANCE

20.1 Required Insurance. CONTRACTOR shall have and maintain in full force and effect the following insurance during the Term of this Agreement and shall furnish to DISTRICT Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

- (a) Workers' Compensation. CONTRACTOR shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000.00 each accident, \$500,000.00 disease (policy Limit), and \$100,000.00 disease (each employee).

(b) Commercial General Liability. Occurrence Form Required: CONTRACTOR shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.00.

(c) Commercial Auto Liability Insurance. CONTRACTOR shall have and maintain commercial automobile liability insurance with a limit of not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) Umbrella/Excess Liability. CONTRACTOR may satisfy the required minimum liability limits with an Umbrella or Excess Liability policy. CONTRACTOR agrees to endorse DISTRICT and its elected officials, agents, employees, and volunteers, in the manner required by subsection (f) of this Article, as Additional Insureds unless the Umbrella provides "follow form" provisions of the underlying policies. This must be confirmed in writing on the Certificate of Insurance.

(e) Deductibles/Retentions: CONTRACTOR is responsible for any expenses or costs below deductibles applicable to any policies.

(f) All policies must include Waiver of Subrogation and any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance shall be Primary and Non-Contributory. Each Certificate of Insurance shall confirm in writing that these provisions apply.

20.2 Special Requirements.

(a) Formal certificates of insurance shall be provided by CONTRACTOR upon execution of this Agreement. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by DISTRICT before commencement of any work activities. The formal insurance certificate shall name the "Placid Lakes Special Benefit District and Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees, and volunteers" as "Additional Insureds" on all policies except Worker's Compensation.

(b) It is the responsibility of the CONTRACTOR to ensure that all subcontractors comply with all insurance requirements.

(c) All insurance policies shall be primary and written on forms acceptable to DISTRICT and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida that meet a financial A.M. Best & Company rating of no less than A: VII.

(d) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, DISTRICT may suspend this Agreement until the new or renewed certificates are received by DISTRICT in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, DISTRICT may, in its sole discretion, terminate this Agreement for cause and CONTRACTOR shall be responsible for all direct and indirect costs associated with such termination.

20.3 Notice Requirements. CONTRACTOR shall provide notification to DISTRICT by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

20.4 Minimum Requirements. These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the CONTRACTOR.

21. INDEMNIFICATION

21.1 CONTRACTOR agrees to be responsible for the Worker's Compensation insurance on its employees. If any direct claim for Worker's Compensation benefits or awards is asserted against DISTRICT by any of said employees or, in the event of death, by their personal representative(s) then CONTRACTOR shall indemnify and hold the DISTRICT, its elected and appointed officials, directors, officers, employees, and agents, harmless from and against any such claim(s) to the extent of all benefits and awards, costs of litigation, disbursements and reasonable attorney fees DISTRICT may incur as a result of CONTRACTOR'S failure to provide Worker's Compensation benefits to CONTRACTOR'S employees.

21.2 CONTRACTOR agrees to indemnify and hold the DISTRICT, its elected and appointed officials, directors, officers, employees, and agents, harmless from and against any and all claims, demands, liability, damage, cost or expense (including attorneys' fees, back wages, liquidated damages, penalties or interest) whatsoever to the extent caused by CONTRACTOR'S failure to: (i) make all appropriate wage, salary payments, or other compensation due to its employees under any state, federal or local statute, or agreement or contract; (ii) provide any of its employees such benefits or conditions of employment as may be required under any state, federal or local statute (including without limitation health insurance, maternity or other leave, unemployment compensation, or worker's compensation); (iii) collect, withhold or pay any or all federal, state and/or local taxes for its employees as appropriate; and (iv) otherwise comply with all applicable federal, state and/or local laws relating to its provision of services hereunder, including, without limitation, laws relating to its provision of services hereunder, including, without limitation, laws relating to discrimination in employment such as the Florida Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the American with Disabilities Act.

21.3 CONTRACTOR agrees to indemnify and hold the DISTRICT, its elected and appointed officials, directors, officers, employees, and agents, harmless from any and all liability or expense DISTRICT may incur by reason of excessive use of force, unlawful detainment, acts of discrimination or humiliation and mental anguish by CONTRACTOR or CONTRACTOR'S employee(s), or bodily injury (including death) to any person, or property damage, or both, but only to the extent caused by CONTRACTOR or CONTRACTOR'S employee(s) while performing work or services for DISTRICT.

21.4 Each party shall promptly notify the other party in writing of any matters that may give rise to a claim of indemnification under this Agreement.

22. RESERVED

23. EMERGENCIES/ADDITIONAL PERSONNEL

23.1 In the event of an emergency or upon request by DISTRICT, CONTRACTOR shall use its best reasonable efforts to provide up to three (3) additional security personnel in addition to personnel ordinarily assigned to the Work Site at DISTRICT'S request. Such emergencies may include, but are not limited to, civil disorders, bomb threats, fires, hurricanes, and other causes, natural or manmade, which may require additional protection of DISTRICT employees or property or residents, property owners or their property.

23.2 In the event that the CONTRACTOR is required to provide additional security personnel under Section 23.1, the hourly fee shall be at the same rate of the regular fee for normal operations. If overtime is necessary during an emergency, the pay rate for that overtime shall be one and one half times that of the regular rate of an eight-hour shift. Overtime billing under these conditions shall be limited to emergency services other than normal scheduled hours. DISTRICT shall only authorize additional personnel and overtime for a period of time not to exceed thirty (30) days after the beginning of the emergency service.

23.3 CONTRACTOR shall not bill DISTRICT for overtime for security personnel on regular assignment during an emergency unless such personnel work beyond their normal shift.

24. APPEARANCE

CONTRACTOR shall provide full uniform and proper equipment to personnel assigned to the Work Site. Standard foul weather gear (Jackets or raincoats) and winter coats and gloves shall be supplied when needed. CONTRACTOR'S work force shall be neat and clean in appearance and shall wear a CONTRACTOR provided uniform with CONTRACTOR'S name or logo permanently affixed to the shirt. Shoes shall be appropriate for proper safety of task being performed.

25. INSPECTION

The parties shall mutually agree in writing on the on-the-job post and patrol instructions, and DISTRICT shall monitor compliance therewith. The DISTRICT shall determine whether CONTRACTOR personnel comply with such instructions by having post and patrol inspections conducted on a periodic basis to monitor performance and appearance. However, DISTRICT shall not participate in CONTRACTOR'S individual personnel performance evaluations or other matters pertaining to the employer/employee relationship CONTRACTOR has with its employees.

26. TRAINING

26.1 CONTRACTOR shall provide each security officer a minimum of eight (8) hours of classroom training at CONTRACTOR'S office prior to assignment at the Work Site. Such training shall be provided at no cost to DISTRICT and shall consist of subjects acceptable to DISTRICT including, but not limited to, the following: report writing, powers of arrest, communication methods (telephone and radio equipment), patrols, bomb threat response, firefighting equipment use, and the ethical responsibilities of security personnel to clients. CONTRACTOR agrees that the initial eight (8) hour training session will not be used for other purposes such as new employee processing, or other non-training activities.

26.2 For all new security personnel assigned to DISTRICT, CONTRACTOR shall provide a minimum of sixteen (16) hours of on-the-job orientation training at the Work Site to be billed at the rates shown on Addendum A.

26.3 CONTRACTOR shall provide OSHA Hazard and State Right-to-Know training for all of its employees who will be assigned to the Work Site, if and as appropriate. The certificates of training and licenses shall be kept on file by CONTRACTOR and be available for inspection and copying by DISTRICT upon request.

26.4 Prior to any job assignment, such security personnel shall be accompanied by CONTRACTOR'S staff management representative to meet with the DISTRICT designee for job orientation.

26.5 CONTRACTOR shall ensure that all security officers are knowledgeable and familiar with all site and post procedures and cross-trained in these post procedures.

27. RULES OF CONDUCT

CONTRACTOR shall provide copies of CONTRACTOR'S Rules of Conduct to all its employees and inform its employees that such rules shall apply while they are at the Work Site. CONTRACTOR'S Rules of Conduct is the Addendum E of this Agreement.

28. MANAGEMENT RESPONSE

In the event an onsite supervisor is not already present, CONTRACTOR shall have its local office management respond to DISTRICT or CONTRACTOR'S employee's request(s) promptly at any hour.

29. NO ASSIGNMENTS

Neither party shall delegate any duties nor assign any rights under this Agreement without the prior written consent of the other party. Any such attempted delegation or assignment shall be void.

30. EXAMINATION OF RECORDS

CONTRACTOR shall maintain all records and accounts pertaining to services provided by CONTRACTOR under this Agreement, as authorized by DISTRICT, for a period of three (3) years after the end of the Term of this Agreement. DISTRICT shall have the right to audit, copy and inspect said records and accounts at all reasonable times during the course of such work and for the above three (3) year period for the purpose of verifying the accuracy of all invoices. If any litigation, claim or audit is started before the expiration of that three (3) year period and extends beyond that three (3) year, the records and accounts shall be maintained until all litigation, claims, and audit findings involving the records and accounts have been resolved.

31. CONTRACTOR VISITS

A CONTRACTOR management representative responsible for the DISTRICT account shall visit each post or patrol as needed but no less than on a weekly basis for the purpose of conducting in-service training programs, inspection of personal appearance, and administer employer/employee related matters.

32. NOTICES

32.1 Any notice required or permitted to be given hereunder shall be deemed sufficient if mailed by registered or certified mail (return receipt requested), facsimile letter or overnight mail delivery service providing documentation of delivery, or delivered by hand to the party to whom such notice is required

or permitted to be given. Unless otherwise provided herein, any such notice or other communications, if mailed, shall be deemed given after five (5) days after mailing of the notice, as evidenced by the postmark at point of mailing. If sent by facsimile letter any such notice shall be deemed to have been given when received by the party to whom such notice is given if a confirmatory copy of the facsimile letter is mailed on the same day as the facsimile letter is sent to the receiving party or if a confirmatory letter is not sent, when the notice is actually received by the person to whom it was sent. If delivered by hand, any such notice or communication shall be deemed given when received.

If to District:

BOARD OF SUPERVISORS PLACID LAKES SPECIAL BENEFIT DISTRICT
600 South Commerce Avenue, Sebring, FL 33870

If to Contractor:

32.2 Insurance: Insurance certificates, notification of cancellation, intention of insurer not to renew, or any material change in the insurance contract or coverage afforded, and written communications regarding contractual notices shall be sent marked:

PLACID LAKES SPECIAL BENEFIT DISTRICT,
600 South Commerce Avenue, Sebring, Florida 33870.
Attn: David Nitz, Budget Manager

32.3 Reports/Data: If/as applicable, shall be marked: PLACID LAKES SPECIAL BENEFIT DISTRICT, 600 South Commerce Avenue, Sebring, Florida 33870.

32.4 Invoices shall be transmitted in accordance with Section 6 hereof.

33. ADDITIONAL TERMS

33.1 Entire Agreement. This Agreement, which includes the attached Addenda, which are fully incorporated herein by this reference, constitutes the entire understanding between the parties with respect to subject matter hereto, supersedes, and replaces all previous negotiations, understandings, representations, writings, and contract provisions and all rights relating to the subject matter hereof. The parties agree that all services provided hereunder shall be subject to and governed by the terms and provisions set forth herein, and none of the terms and conditions contained on any proposal, purchase order, invoice, or other writing, shall have any effect or change the provisions of this Agreement unless it is signed and delivered by both parties and it clearly indicates that the parties intend to vary the terms hereof.

33.2 Amendments-No Waiver. No provisions of this Agreement may be amended, revoked or waived except by an instrument signed and delivered by an authorized officer of each party. Any waiver on the part of either party of any breach or any right or interest hereunder shall not imply the waiver of any subsequent breach or waiver of any other right or interest.

33.3 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

33.4 Headings. The descriptive headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning of or interpretation of this Agreement.

33.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

33.6 Force Majeure. Neither party shall be liable for failure or delay of performance hereunder where such failure or delay is occasioned by strike, war, nuclear disaster, riot, insurrection, terrorist act, fire, flood, accident, hurricane, storm, act of God or any other causes beyond the party's control, provided, however, that DISTRICT shall not be excused from payment for past services rendered pursuant to this Agreement. CONTRACTOR shall not be in default of this Agreement if it is unable to obtain gasoline beyond three (3) days' worth of supplies (CONTRACTOR'S gasoline reserve) during an emergency.

33.7 Attorneys Fees. In the event of any legal action between the parties, the party substantially prevailing in such action shall be entitled to an award of the costs of litigation and reasonable attorneys' fees, at the trial level and all appellate levels.

33.8 Piggy-Back. This Agreement may also be used by the Highlands County Sheriff's Office and any other Highlands County governmental entity or organization by piggy-back orders.

34. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with laws of the State of Florida regardless of the conflict of laws principles of the State of Florida or any other jurisdiction, and venue for any action shall be Highlands County, Florida.

35. EMPLOYMENT ELIGIBILITY VERIFICATION

35.1 Definitions. As used in this paragraph Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee-

- (a) Normally performs support work, such as indirect or overhead functions; and
- (b) Does not perform any substantial duties applicable to this Agreement.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for CONTRACTOR or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a) (38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

35.2 Enrollment and verification requirements.

(a) CONTRACTOR must be enrolled in E-Verify at time of contract award, and CONTRACTOR shall use E-Verify to initiate verification of employment eligibility of-

(1) All new employees.

(A) Enrolled 30 calendar days or more. CONTRACTOR shall initiate verification of employment eligibility of all new hires of CONTRACTOR, Who are working in the State of Florida, whether or not assigned to this Agreement, within 3 business days after the date of hire; or

(B) Enrolled less than 30 calendar days. Within 30 calendar days after enrollment in E-Verify, CONTRACTOR shall initiate verification of employment eligibility of all new hires of CONTRACTOR who are working in the State of Florida, whether or not assigned to this Agreement, within 3 business days after the date of hire.

(2) Employees assigned to this Agreement. For each employee assigned to this Agreement, CONTRACTOR shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of contract award or within 30 days after assignment to this Agreement, whichever date is later.

(b) CONTRACTOR shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program MOU. Termination of the CONTRACTOR'S MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

35.3 Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

35.4 Individuals previously verified. CONTRACTOR is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by CONTRACTOR through the E-Verify program.

35.5 Subcontracts. CONTRACTOR shall include, and shall require the inclusion of, the requirements of this section, including this subsection 35.5 (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

ARTICLE 36. COMPLIANCE WITH SECTION 287.135(3)(c), FLORIDA STATUTES

Pursuant to Section 287.135(3)(c), Florida Statutes, DISTRICT may terminate this Agreement, at the option of its Board of County Commissioners, if the CONTRACTOR is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if CONTRACTOR is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if CONTRACTOR is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if CONTRACTOR is or has been engaged in business operations in Cuba or Syria.

ARTICLE 37. PUBLIC RECORDS COMPLIANCE

If by providing services to DISTRICT pursuant to this Contract, CONTRACTOR is a contractor, as defined by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- 37.1 Keep and maintain public records required by the County to perform the services.
- 37.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 37.3 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 term of this Contract and following completion of this Contract if CONTRACTOR does not transfer the records to the County.
- 37.4 Upon completion of this Contract, transfer to the County, at no cost, all public records in possession of CONTRACTOR or keep and maintain public records required by the County to perform the services. If CONTRACTOR transfers all public records to the County upon completion of this 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 this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

ARTICLE 38. CHANGES/AMENDMENTS

This Agreement constitutes the entire Agreement between the Parties and superseded any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

ARTICLE 39. CONTRACTOR CERTIFICATION

CONTRACTOR certifies by signing this Agreement that no Commissioner or employee of the Highlands County Board of County Commissioners has solicited or accepted gratuities, favors, or anything of monetary value from CONTRACTOR or parties to subcontracts. CONTRACTOR and subcontractors shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Highlands County Board of County Commissioners.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year set forth.

ATTEST:

Placid Lakes Special Benefit District
by the Highlands County Board of County
Commissioners as its Board of Supervisors

By: _____
Robert W. Germaine, Clerk

By: _____
June Fisher, County Administrator

a Florida limited liability company

By: _____

Date

- Addendum A =Billing Rates
- Addendum B = Post Hours
- Addendum C =Standard Service Level Requirements
- Addendum D =Equipment Supplied
- Addendum E = Contractor Rules of Conduct
- Addendum F =Proprietary Information Agreement

Addendum A
Contract Hourly Rate Schedule
Hourly Wage Rate

Security Officers: Straight Time Overtime/Holidays¹
 _____ / hour _____ / hour

- Holidays**
New Year’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

In case of emergencies and the District requesting additional hours beyond the weekly 28 hours, the hourly rate is set at _____ (Overtime rate) for every hour that an individual employee provides services under this Agreement in excess of 40 hours per work week.

Addendum B
Post Hours and Assignments

Supervisor
One Supervisory Officer will be available for each shift.

Personnel Coverage
The total number of personnel (including Supervisory Officers) will be as follows: A total of one (1) officer will be on duty four (4) hours per day, seven days per week with the day and hour certain to be determined by the Board of Supervisors. This period will continue FOR THE CONTRACTED PERIOD OR UP TO TWELVE MONTHS.

ADDENDUM C
Standard Service Level Requirements

CONTRACTOR shall:

1. At the DISTRICT’S request, in the event additional personnel are required, use best reasonable efforts to provide up to two (2) additional officers within four (4) hours.
2. Notify the DISTRICT immediately of any change to schedules or deadlines

3. Ensure security personnel can demonstrate professional use of hand held radios.
4. Assist the DISTRICT in its overall risk management program helping to ensure that all trucks and other vehicles entering or exiting shipping and receiving areas are authorized.
5. Assist the DISTRICT in its overall risk management program helping to maintain a safe and neat work environment at all times.
6. Ensure that all security personnel use telephones in accordance with the DISTRICT standards and make no personal calls.
7. Ensure that all security personnel respond to emergency situations as required.
8. Provide a minimum of one CPR and First Aid certified security officer on every shift, to be trained at CONTRACTOR'S expense.
9. Ensure security personnel create well-written incident reports and complete all necessary logs and forms.
10. Ensure all security personnel speak, understand, read, and write English fluently.
11. When available, ensure security personnel raise and lower flags on site each day except during inclement weather.
12. Limit security personnel to consecutive working shifts of no more than sixteen (16) hours.
13. Work with the DISTRICT security personnel to address DISTRICT procedural issues.
14. Provide 100% coverage of all posts at all times.
15. Provide the DISTRICT with the opportunity to approve all security personnel candidates prior to being assigned to the site.
16. Conduct thorough background investigations on security personnel including criminal conviction history.

Addendum D

Equipment Supplied by Contractor

1. Full Uniform - pants, shirt, optional jacket or coat
2. Transportation - Florida registered, insured automobile

Addendum E

Rules of Conduct for Contractor's Employees

These Rules of Conduct for CONTRACTOR'S employees have been developed to provide an appropriate standard of conduct for contract employees to provide safeguards for DISTRICT interests, its employees, visitors, residents, and property owners.

It is CONTRACTOR'S responsibility to ensure the proper and safe conduct of its employees while they are at the Work Site. DISTRICT personnel will report to CONTRACTOR any violation of these Rules for appropriate action. Each CONTRACTOR employee assigned to the Work Site will be given a copy of these Rules of Conduct at the time of employment so there is no misunderstanding of the requirements. Infractions of the Rules of Conduct will result in appropriate disciplinary action by CONTRACTOR.

Infractions of the Rules of Conduct

1. Possession of UNAUTHORIZED explosive materials, knives or other weapons while on DISTRICT property.
2. Failure to notify the CONTRACTOR'S office, by telephone or other means, when unable to report for work or when tardiness is expected.
3. Reporting for duty with the odor of alcohol on breath.
4. Being under the influence of drugs, including prescription drugs, or alcoholic beverages while at the Work Site.
5. Sleeping while on duty.
6. Usage of any tobacco products while on duty.
7. Gambling while on duty.
8. Abandoning a post or assignment without authorization.
9. Dishonesty of any kind.
10. Loitering at the Work Site at any time when not on duty.
11. Refusal to obey on-the-job instructions or post assignments as directed by Supervisory Officers or designees of the DISTRICT.
12. Solicitation of funds or attempted sale of any article while at the Work Site.
13. Disorderly conduct, fighting, horseplay, practical jokes, etc.
14. Inefficient or careless performance of duties.

15. Possession of, displaying, or distribution of obscene, lewd, or political literature of any kind while at the Work Site.
16. Failure to observe good safety practices, including traffic regulations.
17. Damaging, or attempting to damage property of the DISTRICT, of residents of the DISTRICT, or of property owners of the DISTRICT.
18. Using DISTRICT equipment, including personal use of DISTRICT telephones, without authorization to do so.
19. Appearing for work or working without proper attire.

Addendum F

Proprietary Information Agreement

1. As a contract security employee assigned by my employer, _____ to perform services for the DISTRICT, I agree as follows:
2. I will not, at any time, reproduce, disclose or use any DISTRICT Proprietary Information, unless such reproduction, disclosure or use is first approved by the DISTRICT or required for my work at the DISTRICT.
3. I will use my best efforts to prevent unauthorized reproduction, disclosure or use of any DISTRICT Proprietary Information by others and myself.
4. I will not disclose to the DISTRICT any Proprietary Information belonging to others, nor will I use such Proprietary Information in the course of carrying out my work at the DISTRICT.
5. All tangible DISTRICT Proprietary Information obtained in the course of my work for the DISTRICT shall be surrendered by me to the DISTRICT upon termination of my work for the DISTRICT or when requested by the DISTRICT, whichever is first to occur. I will not retain any copies, reproductions, notes or samples of any DISTRICT Proprietary Information. Sections 4 and 5 shall not apply to personnel files that do not contain DISTRICT Proprietary Information.
6. My obligations under this Agreement shall continue beyond the termination of my work at the DISTRICT and shall be binding on my heirs, assigns, and legal representatives. If any obligation of this Agreement is held to be too broad to be enforced, it shall be construed to be enforceable to the full extent permitted by law. This Agreement is for the benefit of the DISTRICT, its successors and assigns, and is not conditioned on employment for any period of time or compensation therefor.
7. I acknowledge that I have been trained by my employer as required by Federal Hazard Communication and State Right-to-Know laws and understand my rights pursuant to these laws. The definitions set forth below shall be used to interpret this Agreement:
 - a. The term "Proprietary Information" shall mean any information of value, not generally known to the public, including (but not limited to): intellectual property, such as technical information, trade

secrets and confidential business information, patents, inventions, copyrights, trademarks, computer programs, writings, trade name designs, improvements, developments and discoveries, which are assets of the DISTRICT, and business information, such as reports, records, customer lists, supplier identities, marketing and sales plans, financial information, costs, and pricing information.

b. The term "DISTRICT Proprietary Information" includes all Proprietary Information, any concepts or ideas in, or reasonably related to, the business of the DISTRICT that have not previously been publicly released by a duly authorized DISTRICT representative, and any information received by the DISTRICT in confidence from another.

c. The term "tangible DISTRICT Proprietary Information" shall include, without limitation, substances, formulations, designs, equipment, products, notebooks, laboratory results, documents or other papers, articles or materials of any kind relating to any business or field of investigation of the DISTRICT.

I have read and understand this Agreement.

I have witnessed the adjacent signature.

Employee Signature

Employee Signature

Print Name and Date

Print Name and Date