

**AMENDMENT NO. 2 TO GENERAL SERVICES TERM CONTRACT  
FOR SECURITY GUARD SERVICES**

The City of Daytona Beach, a Florida municipal corporation (the "CITY") and CMG Pro Security, Inc., a Florida corporation ("CONTRACTOR"), hereby agree to amend General Services Term Contract No. 0117-3540 (the "Contract"), approved by CITY Resolution No. 17-35, as follows:

**1. Section 1 of the Contract is amended to read as follows (additions underlined; ~~deletions struck through~~):**

**Section 1. Scope of Services.** CONTRACTOR will provide security guard services to the CITY during the Term of this Contract. These services consist of the following: ~~include~~

(a) **Entertainment Event Services.** Event-related uniform guard services at CITY entertainment venues, which the CITY may from time to time through the scheduling process set forth in Section 2, below. **Exhibit A**, attached hereto and incorporated herein by reference, provides a detailed description of the range of event-related security guard services that may be provided under this Contract, and the CITY facilities where such services may be required.

~~In addition to these event related security guard services, CONTRACTOR will provide:~~

(b) **Wastewater Treatment Plant Services.** ~~a~~ Regular uniformed security guard at the Ralph Brennan/LPGA Water and Wastewater Treatment Plant, 3651 LPGA Boulevard, Daytona Beach, Monday through Friday from 6:30 a.m. through 4:00 p.m., excluding CITY holidays, ~~throughout the Term of the Contract.~~

(c) **City Marina Services.** Regular uniformed security guard service at the Halifax Harbor Marina, 450 Basin Street, Daytona Beach, FL, in accordance with Exhibit A.1 to this Contract.

CONTRACTOR will be responsible for obtaining and maintaining all licenses and certificates required by Florida law to provide security services, and for complying with the terms and conditions applicable to such licensing and certification, including insurance, financial responsibility, and background screening of CONTRACTOR's personnel.

CONTRACTOR will not schedule or permitted any of CONTRACTOR's personnel to work more than 16 hours consecutive duty on the security guard services required herein. Generally, no security guard will be scheduled for 16 consecutive hour's duty, except for bona fide emergency substitution of another security guard originally scheduled. CONTRACTOR will not circumvent this requirement by having an employed security guard work a shift at any other location served by CONTRACTOR, preceding the scheduled or actual shift at the CITY location.

**2. Section 2 of the Contract is amended to read as follows (additions underlined; ~~deletions struck through~~):**

**Section 2. Scheduling Event-Related Service. With regard to the entertainment event-related services described in Section 1(a):**

- (a) This Contract, in and of itself, does not require the CONTRACTOR to perform ~~such any~~ services or obligate the CITY to pay for any services rendered. A schedule will be issued to the Contractor on a monthly basis for the events of the next month. That schedule will include the number of events, the number of guards required per event, and the estimated duration of each event. The schedule may provide more detailed parameters for the services to be provided, such as deadlines, etc, consistent with the provisions of this Contract. Upon reasonable notice, the City may issue a revised schedule if event parameters change.
- (b) No claim for services furnished by the CONTRACTOR not specifically provided for in a schedule referenced above ~~herein~~ will be honored by the CITY.
- (c) If CONTRACTOR is providing services under an open schedule at the time that this Contract expires or terminates for any reason other than CONTRACTOR's material breach, CONTRACTOR will continue to provide such services unless and until the CITY provides CONTRACTOR a notice suspending or terminating such services. If CONTRACTOR is providing services under an open schedule at the time that the CITY terminates this Contract due to CONTRACTOR's material breach, CONTRACTOR will immediately cease performing all services unless the notice of termination specifically provides otherwise.

**3. Section 4 of the Contract is amended to read as follows (additions underlined; deletions struck through):**

**Section 4. Billing and Payment Procedure.** In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or the Exhibits, payment terms and conditions are as follows:

- (a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR must submit separate invoices for each of the three types of Events referenced in Section 1, and CONTRACTOR may invoice for each of these Services no more frequently than monthly. CONTRACTOR will send invoices will be sent to each department's Account Clerk at the following physical and email addresses: CONTRACTOR must separately invoice the CITY for each event. CONTRACTOR may invoice the CITY no more frequently than monthly beginning no sooner than 30 days after the Effective Date.

For Entertainment Event Services:

For Wastewater Treatment Plant Services:

Daytona Beach Cultural Services

Daytona Beach Utilities

PO Box 2451, Room 165

PO Box 2451

Daytona Beach, FL 32115-2451

Daytona Beach, FL 32115-2451

ATT: Helen Riger

ATT: Debby Foster

rigerhelen@codb.us

fosterdeborah@codb.us

For City Marina Services:

Halifax Harbor Marina

450 Basin St.

Daytona Beach, FL 32114  
ATT: Ron Turner  
turnerron@codb.us

- (b) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. For Entertainment Event Services, the invoice must be broken down per Event.
- (c) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

**4. Section 15 of the Contract is amended to read as follows (*additions underlined; deletions struck through*):**

**Section 15. Notice.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:  
The City of Daytona Beach  
~~Attn: Helen Riger, Cultural Serv. Director~~  
Attn: Joanne Flick, Purchasing Agent  
301 S. Ridgewood Ave, Room 146  
Daytona Beach, FL 32114  
Fax: ~~386-671-8255~~ 386-671-3964

To CONTRACTOR:  
CMG Pro Security, Inc.  
Attn: Brian Bentley, Director of Security  
1142 Pelican Bay Drive  
Daytona Beach, FL 32119  
Fax: ~~N/A~~ 386-760-3961

**5. Section 16 of the Contract is amended to read as follows (*additions underlined; deletions struck through*):**

**Section 16. Personnel.** CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY. In addition, all of CONTRACTOR's personnel, will, while performing the required services herein:

- (a) Will wear standard security guard uniforms and prominently display corporate ID badges furnished by CONTRACTOR. Personnel uniforms will not display any advertisements. Additional requirements regarding uniforms and equipment will apply to those personnel providing services for the Marina as described in Exhibit A.1.
- (b) Be fully qualified under state and local law to perform security guard services;
- (c) Demonstrate maturity, stable judgment, and the ability to communicate well with all members of City staff, and where applicable CITY guests and invitees; a high degree of tact; and sound decision-making to serve the best interests of the CITY; and
- (d) Obey orders given without attempt to circumvent or shirk responsibility.

The CITY will have the right to approve or reject any personnel that CONTRACTOR proposes to use for work assigned. In addition, the CITY will have the right to promptly require CONTRACTOR to remove personnel from service when they do not meet the standards of this Contract.

Failure of the CONTRACTOR to provide acceptable security guard individuals or replace an unsatisfactory security guard upon one day's notice shall be considered a breach of contract.

**6. Exhibit A.1., as referenced in the provisions of the Contract being amended herein, is attached hereto and incorporated herein by reference.**


All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have set their hands and seals, effective on the date that the last party has signed below.

**The CITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Derrick L. Henry, Mayor

By:   
Printed Name: BRIAN BEALIOEY  
Title: DIRECTOR OF SECURITY

Attest: \_\_\_\_\_  
Letitia LaMagna, City Clerk

Date: 6/7/2018

Date: \_\_\_\_\_

Approved as to Legal Form:

By: \_\_\_\_\_  
Robert Jagger, City Attorney

## **EXHIBIT A.1 SCOPE OF WORK HALIFAX HARBOR MARINA**

### **A. NATURE OF SERVICES**

1. CONTRACTOR will provide a uniformed security guard at the Halifax Harbor Marina, 450 Basin Street, Daytona Beach, Florida. Services at the Halifax Harbor Marina will be for 98 hours per week, 7 days per week with additional hours during Holidays.
2. CONTRACTOR will provide additional uniformed guard security service as may be required by the CITY for periods not covered above.
3. The security guard will make continuous rounds of the Marina docks per shift, including all Deggy points to inspect for security and safety concerns, and boat and fuel issues. The security guard will make quality rounds while on the Marina docks, observing, smelling, and listening for anything unusual. The security will also be alert to any perceived threat to customer vehicles throughout the Marina.

### **B. UNIFORM AND EQUIPMENT REQUIREMENTS**

1. At all times while on CITY property to provide the service described herein, the security guard will wear the uniforms and have the equipment listed below. CONTRACTOR will be responsible for providing all uniforms, and except as specifically provided below all equipment, at CONTRACTOR's cost.
  - a. The security guard will at all times wear a security guard uniform consisting of neatly maintained black or brown soft-soled, non-marking shoes or sneakers; regulation uniform shirt with authorized shield; matching black, blue, or brown trousers; and regulation cap with authorized shield. The security guard will be additionally uniformed with black or brown belt (as appropriate), suitable for carrying equipment carriers and hanging ancillary items; and will during hours of darkness carry an adequate working flashlight.
  - b. The security guard will also have suitable foul weather gear appropriate for inclement or severe conditions, including waterproof coats with hood, pants, and waterproof boots.
  - c. The security guard will carry a cell phone, provided by CITY, use of which will be restricted solely to providing the services herein. The security guard will keep the cell phone turned on, and on his or her possession at all times.

- d. The security guard will carry and use the Deggy Control Guard Tour System, which the CITY will provide. The Deggy System consists of the Deggy Control Software, Deggy Pen, Deggy Buttons, Deggy Wand, and Deggy Download Station. The Deggy Guard Tour System is essential for ensuring the security guard is completing required rounds throughout the Marina. Deggy buttons are mounted on every dock, at each bathhouse, and around the marina office. Information on the Deggy system may be obtained by accessing the website; [www.deggy.com](http://www.deggy.com) or by calling (877) 334-4926.
  - e. The security guard will carry and use the following, which will be provided by CITY: a handheld VHF radio, a handheld police radio, and handheld spotlight. The VHF and police radios shall be in the "on" position at all times. Proper frequencies will be authorized by the CITY Police Department. The radios shall be used for problems encountered by the security guard.
  - f. CONTRACTOR will supply all forms, reports and formats.
  - g. Personnel deterrent items (such as MACE), weapon, nightstick, and other protection devices are the responsibility of the CONTRACTOR.
2. As to any item of equipment provided by CITY above, CONTRACTOR will be responsible for ensuring that (i) the security guard properly operates and maintains such item; (ii) the security guard restricts use of such item to "official use" (e.g., use limited to performance the services required herein, and not for personal use); (iii) the security guard returns the item to the CITY at the end of each shift; and (iv) the security guard promptly notifies the CITY of any defects in such items. CONTRACTOR will be responsible for all cost of replacing or repairing any item of CITY equipment damaged while in security guard's possession or use; and for replacing any item of equipment lost by the security guard.
3. CONTRACTOR will provide a means of vehicular transportation for the security guard during the course of duty. The vehicle must be properly titled and insured. The vehicles must be in good working order and condition, including mechanical, body, and paint. The vehicle will have on display, large signs acceptable to the City indicating that it is a security vehicle; and may display no advertising. CONTRACTOR may authorize the security guard to use the security guard's personal vehicle for such transportation provided the personal vehicle meets these conditions.

**C. AVAILABILITY AND SUPERVISION**

1. CONTRACTOR shall have established office personnel readily available on a 24 hour per day, 7 days a week basis with supervisory personnel to be available to

respond to the needs of the Marina including on site supervision. A telephone contact name and number for this service shall be provided to the CITY prior to commencing services at the Marina.

**D. PAYMENT**

Services shall be paid at a per-hour-rate per security guard, covering all stated activities. The cost per guard per hour shall reflect current requirements for compliance with Federal Fair Wage and Hours Law standards.

**E. SCHEDULE**

REGULAR SCHEDULE

- 7 days a week
- 5:30 PM to 7:30 AM

ADDITIONAL HOLIDAY SECURITY GUARD HOURS ARE REQUIRED AS FOLLOWS:

Thanksgiving Day 2:30 PM to 5:30 PM  
Christmas Eve 2:30 PM to 5:30 PM  
Christmas Day 7:30 AM to 5:30 PM

**F. MISCELLANEOUS**

1. The CITY may elect to provide time clocks and stationary keys at various fixed locations throughout the Marina complex. The CITY will also provide the telephone land line for use in contacting CITY office and Marina personnel should the need arise. The security guard shall be alert when making these rounds, looking for unauthorized personnel aboard docks and/or boats, or other unusual behavior. The CITY will provide the security guard with a dock check that will give the name and location of all boats and the names of their respective skippers. Guards will challenge persons not fitting boater profiles to ascertain whether or not they belong on the boats. The Harbormaster's office has a security system and the guards are to investigate and report any unauthorized entry into that facility.

2. DOCKING ASSISTANCE

The security guard shall provide assistance to late arrivals to include:

- a. Slip assignment and vessel registration.
- b. Assist late arriving guest vessels by tying up the boat.
- c. Issue gate keys and having the guest complete, "Applications for Dockage" including verifying Credit Card information.

d. Provide completed application to the Marina staff the following morning.  
The Security Guard will be furnished with Transient Keys and Logbook.