



SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LLC d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain jurisdictions.

FULL LEGAL NAME OF CLIENT ("Client"): City of Clearwater, Florida, a Florida municipal corporation.

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to this Agreement, as defined below, as of the day and year first written below.

CLIENT: City of Clearwater, Florida

By: See page 6 for City signature page

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

Email: \_\_\_\_\_

UNIVERSAL PROTECTION SERVICE, LLC d/b/a Allied Universal Security Services

By: \_\_\_\_\_

Name: Joe V. LoBianco

Title: Regional Vice President \_\_\_\_\_

Address for Notices: 161 Washington Street, Suite 600, Conshohocken, PA 19428

Email: \_\_\_\_\_

GENERAL TERMS AND CONDITIONS

This Agreement shall begin on April 6, 2026 ("Commencement Date") and will remain in effect for a period of one (1) year ("Initial Term"), with four (4), one (1) year renewal options (each a "Renewal term" and collectively with the Initial Term the "Term"). This Agreement may be renewed by Client by giving notice to Allied Universal before the expiration of the current one (1) year term.

Either party may terminate this Agreement for non-performance by the other party as described more fully in Section G.14 below, if the non-performing party fails to cure such non-performance within five (5) days after receipt of written notice thereof. Either party may also terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice to the other party.

Services. Allied Universal shall provide the security professional services to the extent, for the times and at the location(s) set forth in Exhibit A (the "Services").

Fees and Payment. Allied Universal will invoice Client each week for all Services rendered in the preceding week (unless a different time period is specified in Exhibit B), with the weekly period starting on Friday and ending the following Thursday, at the rates set forth in Exhibit B ("Billing Rates"). The invoices will also include charges for any other products and/or services provided by Allied Universal, as indicated in Exhibit B. All invoices shall be deemed accepted within ten (10) days of the date of invoice. Additionally, Client shall pay all invoices in full within ten (10) days of the date of invoice without deduction or set-off. The Billing Rates set forth in Exhibit B shall be fixed the first twelve (12) months of the Initial Term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount based on mutually agreed upon rates.

A. Scope of Services

1. Allied Universal shall provide the Services in a professional and diligent manner. The parties acknowledge and agree that the services required hereunder are limited to those Services explicitly set forth in Exhibit A, and that Exhibit A solely governs Allied Universal's duties hereunder. Client agrees that Allied Universal has not provided, and will not provide, any consultation services whatsoever regarding what may be the proper levels or type of security staffing, security procedures, security equipment, the methods of providing security, or the security risks related to Client's location(s). Client acknowledges that Client alone has chosen the number of security personnel and type of services, patrols, and equipment, to be provided under this Agreement. Allied Universal does not warrant or guarantee that the Services will constitute complete or comprehensive security at Client's location(s) or for Client's assets so as to prevent any incident, loss, theft, damage or injury (including death).

2. Client may request a change in the Services in writing;

provided, however, such changes will be effective only upon Allied Universal's acceptance thereto and the entering into a written instrument executed by both parties. If the parties are unable to agree to a change in the Services, the then-existing Services will remain in full force and effect. In no event will Allied Universal's refusal to accept requested changes constitute a breach of this Agreement or otherwise constitute non-performance.

3. It is, and remains, Client's sole responsibility to inspect and maintain Client's premises and its operations, property, equipment, materials and otherwise thereon to avoid any and all unsafe conditions and practices that have not become the responsibility of Allied Universal through the provision of the Services. The purpose of any assessment or inspection at Client's location(s) by Allied Universal is solely to satisfy Allied Universal's responsibilities as an employer of those Allied Universal employees assigned to Client's location(s). Allied Universal disclaims and makes no representation, warranty or guarantee of any kind whatsoever that the assessment or inspection





will diminish or prevent losses, and Allied Universal hereby disclaims all other warranties of any kind including fitness for a particular purpose.

**B. Independent Contractor / Personnel**

1. Allied Universal is responsible for training its employees Allied Universal assigns to Client’s location(s) in accordance with Allied Universal policies and procedures and for the supervision of its employees so assigned, but excluding law enforcement officers. Allied Universal may assign independent contractors, subcontractors and law enforcement personnel to perform Services at Client locations(s), in which case the independent contractors, subcontractors and/or law enforcement officers shall be required to provide training and supervision, as applicable.

2. Allied Universal shall also provide any additional, specific or other Client-requested training of all security personnel Allied Universal employs and assigns to Client’s location(s) at the fees and in the manner as set forth in Exhibit B.

3. Allied Universal shall provide standard uniforms for all security personnel provided by Allied Universal at Client’s location(s) at no additional cost, unless set forth in Exhibit B. Allied Universal will provide Client-requested non-standard uniforms and/or equipment at the fees and in the manner as set forth in Exhibit B.

4. Allied Universal will assign security personnel to Client’s location(s) in its capacity as an independent contractor. Allied Universal will pay all compensation due to its employees and all required payroll taxes and withholdings.

5. Allied Universal will assign security personnel to Client’s location(s) in compliance with applicable laws and regulations, including in accordance with the anti-discrimination laws set forth in Title VII of the Civil Rights Act of 1964. In the event Client finds the performance of any security personnel to be unacceptable, Client may request, with reasonable written notice, that such security personnel be removed from its location(s); and Allied Universal agrees to do so provided that the reason(s) for such request do not violate applicable law, in Allied Universal’s sole judgment.

6. Client acknowledges that Allied Universal has spent considerable time and expense recruiting and training its security personnel. As such, Client agrees that, for a period of one hundred and eighty (180) days from the last day on which an individual is employed by Allied Universal, Client will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client’s location. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months together with all legal fees and other costs as liquidated damages. Notwithstanding the forgoing, Client shall continue to have the right to employ City of Clearwater Police Officers for law enforcement duties and related services and operations.

**C. Billing**

1. The Billing Rates do not include the direct bill items set forth in Exhibit B (“Direct Bill Item(s)”), which shall be paid by Client to Allied Universal in accordance with the payment terms herein. Allied Universal may pass through any increases in the Direct Bill Item(s) in the manner and at the time set forth in Section C.4.

2. The parties agree that any prior pricing sheets, RFP submission, and/or any other documents submitted to Client were for demonstration and explanatory purposes only and will not be deemed to modify, amend, impact or adjust the Billing Rates set forth in Exhibit B.

3. The Billing Rates and/or the Direct Bill Items shall be increased at the time and in the manner set forth in Section C.4 below resulting from any change, whether or not anticipated, in: (1) federal, state, provincial, territorial or other local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its employees or security personnel; (2) federal, state, provincial, territorial, or local laws or regulations relating to wage rates, paid time off, sick leave, and all other work, wage or time-keeping laws and regulations or premium or overtime pay (whether overtime work, gap coverage or other costs related to scheduling); (3) uniform maintenance costs and equipment or other personnel allowances, licensing or credentialing fees and/or requirements; (4) wage, medical, welfare and other benefit costs under collective bargaining agreements; (5) costs related to insurance and/or workers’ compensation and other similar programs; (6) costs and/or assessments related to medical and/or welfare benefits; (7) other requirements, costs and/or assessments incurred by Allied Universal pursuant to applicable federal, state, provincial, territorial and/or local law or regulations; and/or (8) changes in the cost of materials, equipment, supplies and third party services necessary to provide the Services. Allied Universal will provide Client written notice of such change in the Billing Rates and/or the Direct Bill Items.

4. Allied Universal may, at its discretion, at the time and/or manner determined, (1) pass through the costs and/or increases set forth in Section C.3 to Client in a lump sum or (2) increase the Billing Rates and/or Direct Bill Items by the percentage equal to the percentage increase in Allied Universal’s costs with respect to these items in Section C.3. Client agrees to pay Allied Universal for all such costs and/or increases.

5. The amounts invoiced to Client hereunder do not include any sales, use, excise or similar taxes, levies or duties. If Allied Universal has the legal obligation to pay or collect such taxes, Client shall reimburse Allied Universal for such taxes, unless Client provides Allied Universal with a valid and current tax exemption certificate or direct pay certificate, or like exemption documentation authorized by the appropriate taxing authority.

6. In the event Client fails to pay any invoice when due, Client shall pay Allied Universal one and one-half percent (1.5%) per month interest or such maximum amount as permitted by law, whichever is less, on any such invoice. In the event that Allied Universal pursues any legal claim or other action to collect on any past-due amounts, Client agrees to pay to Allied Universal the costs and attorneys’ fees incurred by Allied Universal in connection with such claim or action.

**D. Physical and Intellectual Property**

1. Client acknowledges that Allied Universal may access and use proprietary software in connection with performing the Services (“Proprietary Software”), which is a valuable, special and unique asset of Allied Universal and/or third parties. The Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties. To the extent the Allied Universal grants the right for Client to access and use any Proprietary Software, Allied Universal shall



include the scope and term of such rights in Exhibit A. Client agrees that all materials Allied Universal develops, generates, or produces pursuant to this Agreement, including but not limited to Post Orders (as defined in Section G.12), security plans, emergency plans, diagrams, reports, and writings, both internal and external (collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client shall not disclose, transfer or otherwise share the Work Product with any third party and Client shall promptly return or destroy, at Allied Universal's election, any and all Work Product in Client's possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, the parties agree and understand the State of Florida has broad public records law including but not limited Chapter 119 and Chapter 286 Florida Statutes and that any and all information or documents created or now existing hereunder may be subject to public disclosure as provided by law. Should Allied Universal assert an applicable exception to public records law, the duty to show qualification for such an exemption rest with Allied Universal. Any failure to successfully assert a public records exception may result in the Buyer disclosing said information. Nothing herein shall be construed as consent by Buyer to be sued by third parties, or as a waiver or modification of the provisions of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.

2. To the extent Allied Universal provides any property, equipment or supplies to Client or to the security personnel in performance of the Services (collectively, "Supplies"), such Supplies will remain the sole and exclusive property of Allied Universal and shall be promptly returned upon termination or expiration of this Agreement.

3. Client shall assume liability and pay for all costs associated with keying or re-keying its facility to the extent keys are (i) lost by or stolen from third parties or (ii) not returned for any reason.

**E. Insurance and Indemnification**

**See City of Clearwater Insurance Bid Requirements, Addendum A for insurance required under this Agreement.**

1. Except for the insurance coverage required in Addendum A, Client agrees that Allied Universal is not providing insurance coverage for, and is not an insurer of, Client's operations, personnel, invitees, facilities, property, or any other assets.

2. Allied Universal will indemnify, defend, and hold harmless Client, its directors, officers, professionals, agents, and employees from and against all claims, actions, liabilities, damages, and losses, (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses: (1) are caused by the negligence of Allied Universal in performing the Services, or by other negligent actions or omissions in the performance of the Services by Allied Universal, or through the misconduct or unlawful activity of Allied Universal; and/or (2) are not caused by the negligence, misconduct or unlawful activity of Client, its employees and contractors or otherwise resulting from Allied Universal's compliance with specific direction from Client.

3. To the extent Allied Universal has assumed indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client outside the scope of the Services and work performed by Allied Universal that is not specifically set forth in Exhibit A.

Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Client agrees that in no event shall Allied Universal security personnel be required to undertake any duty which could potentially expose themselves to unreasonable risk of harm. At all times, Client represents and warrants that its policies, directions, orders and other requirements are, and at all times will be, lawful. Allied Universal's indemnification obligations shall also not extend to Losses caused (a) by the negligence, willful misconduct or violation of law by Client or another party; and/or (b) in any way related to Client's policies, procedures or directives to Allied Universal outside the scope of Services.

4. Should Allied Universal be found liable for any Losses to the City hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed twenty million dollars (\$20,000,000.00).

5. Client must promptly notify Allied Universal in writing, of any event or occurrence for which Client seeks indemnification in accordance with Section E.4 above and within the timeframes provided under the applicable statute of limitations for tort and contract claims in Florida after Client receives notice of the claim. Allied Universal shall not have any indemnification obligation unless Client provides notice in the manner and form set forth herein. All claims or actions that Client may have against Allied Universal under any theory of recovery, including for indemnification, must be commenced by written notice to Allied Universal within twelve (12) months following the events giving rise to the claim.

6. Subject to the limitations of 768.28, Florida Statutes, Client will indemnify Allied Universal, its parent, subsidiary and affiliated entities, and their respective directors, officers and employees (each an "Indemnified Party" and collectively "Indemnified Parties") from and against all Losses asserted against any Indemnified Party arising out of incidents or occurrences taking place or arising at Client's location(s) provided that any such Losses: (a) arise out of Allied Universal's compliance with Client's unreasonable directions or requests; (b) occur in whole or in part during Legally Mandated Coverage Break(s); or (c) are: (i) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (ii) arise out of the negligence, willful misconduct or unlawful activity of Client, to the extent that such Losses are not caused by the negligence, willful misconduct or unlawful activity of Allied Universal. Subject to the limitations of 768.28, Florida Statutes, Client shall further indemnify the Indemnified Parties from and against all Losses related in whole or in part to: (1.) discrimination by Client's employees; (2.) Client's failure to comply with laws or regulations mandating a safe work environment; and (3.) incidents in any way related to Client's policies, procedures or directives to Allied Universal outside the scope of Services. Nothing herein shall be construed as consent by Client to be sued by third parties, or as a waiver or modification of the provisions of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.

**F. Compliance with Laws**

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-Terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies ("SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been



deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act, Allied Universal and Client agree to waive all claims against each other, including its respective successors and assigns, parent, subsidiary and affiliated entities, and their respective directors, officers and employees or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply and remain in effect for the Term, regardless of whether there are any modifications to the SAFETY Act and/or whether the liability protections set forth in the SAFETY Act are deemed inapplicable to the Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, territorial and other local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees applicable to its operations and its performance under this Agreement (“Governmental Regulations”), including without limitation: (i) environmental laws, (ii) laws relating to accessibility by, and accommodation of, handicapped persons, (iii) laws relating to discrimination and labor, and (iv) laws relating to health and safety, including the provision of personal protective equipment as required by local law or applicable health authority guidance. Client shall notify Allied Universal in writing within forty-eight (48) hours of receipt of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative proceeding, or arbitration proceedings with respect to the Services, including without limitation Allied Universal’s operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation, fine or other sanction due to or arising out of conditions on or at Client’s location created by others, or in connection with Governmental Regulations, Client shall pay and will be responsible for the costs thereto. Client is solely responsible for the conduct of its current and former employees.

**G. Miscellaneous**

1. This Agreement, including the Exhibits, represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a party’s right to enforce such provision at a later time.

3. The parties recognize that even if the Services required hereunder may incidentally benefit others in the ordinary course, this Agreement is entered into **solely for the mutual benefit of the parties hereto** and absolutely no benefits, rights, duties, obligations, or causes of action, including, without limitation for breach or negligence in connection herewith, are intended or created by this Agreement as to any third parties, including employees of the parties, except as expressly set forth in Section E, Insurance and Indemnification.

4. Each party represents and warrants that this Agreement has been executed by a duly authorized individual with all rights necessary to bind the parties hereto.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state where the Services are provided without reference to its choice of law provisions and in the event the Services are provided in multiple states, then the Agreement and all matters collateral hereto shall be governed by the laws of the state where the facts giving rise to the dispute occurred. Venue for any claims arising out of or relating to this Agreement shall be handled in a court of competent jurisdiction in Pinellas County, Florida.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it to provide Services pursuant to this Agreement as a result of unusual circumstances or any other cause beyond Allied Universal’s reasonable control, including, but not limited to, strikes, riots, revolutions, wars, active shooter events, military actions, acts of terrorism (whether or not certified or designated as such by the Department of Homeland Security or other governmental authority), fires, floods, droughts, natural disasters, pandemics, epidemics, quarantine, disease, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as “Force Majeure,” (“Force Majeure”). All such additional expenses, including any personal protective equipment, shall be the responsibility of Client as an additional charge to be paid by Client as it is incurred. All obligations under Section E shall cease during a Force Majeure event (thus there will be no duty to indemnify or defend during a Force Majeure event and no actions during a Force Majeure event will give rise to a duty to indemnify or defend). Allied Universal shall have no obligation to perform Services during a Force Majeure event and, therefore, to the extent that Allied Universal’s inability to perform, or delay in performing, the Services is due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for termination of this Agreement.

9. Either party may assign this Agreement to an entity controlling, controlled by or under common control with the party hereto (“Affiliate”). Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal in its sole discretion. Notwithstanding the foregoing, in the event Client assigns this Agreement (whether to an Affiliate or with written consent of Allied Universal), Client shall remain liable under this Agreement after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown on the cover page (or as may be directed by a party in the future by written notice).

11. The parties recognize and agree that it may be necessary for a party to provide Confidential Information (“Disclosing Party”) to the other party (“Recipient”) for the purpose of furthering the objectives of this Agreement or for any other purpose.



“Confidential Information” includes the terms of this Agreement, non-public personal or financial information relating to a party, a party’s employees, customers or clients, all trade secrets, processes, proprietary data, information or documentation or any pricing or product information the Disclosing Party provides to the Receiving Party. Recipient shall: (i) hold all Confidential Information of the Disclosing Party in confidence and will use such information only for the purposes of fulfilling Recipient’s obligations hereunder and for no other purpose; and (ii) not disclose, provide, disseminate or otherwise make available any Confidential Information of the Disclosing Party to any third party without the express written permission of the Disclosing Party. Recipient shall limit disclosure of the Disclosing Party’s Confidential Information within its own organization to its directors, officers, and/or employees having a need to know about such information. The foregoing obligations shall not apply to: (i) information that is or becomes publicly available through no fault of Recipient; (ii) information that is known by Recipient prior to the time of disclosure hereunder; (iii) information that is lawfully obtained from a third party who has the right to make such disclosure without any duty of confidentiality; or (iv) any disclosure required by applicable law, provided that Recipient shall use reasonable efforts to give advance notice to, and cooperate with, the Disclosing Party in connection with any efforts to prevent such disclosure (at the Disclosing Party’s expense). If Allied Universal is required to disclose Client’s Confidential Information, Client shall defend and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure. Notwithstanding the foregoing, the parties agree and understand the State of Florida has broad public records law including but not limited Chapter 119 and Chapter 286 Florida Statutes and that any and all information or documents created or now existing hereunder may be subject to public disclosure as provided by law. Should Allied Universal assert an applicable exception to public records law, the duty to show qualification for such an exemption rest with Allied Universal. Any failure to successfully assert a public records exception may result in the Buyer disclosing said information. Nothing herein shall be construed as consent by Buyer to be sued by third parties, or as a waiver or modification of the provisions of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.

12. As stated in Section A.1 above, the scope of Services

hereunder is limited to those Services explicitly set forth in Exhibit A and, as stated in Section A.2 above, Allied Universal shall only perform additional or different Services upon mutual written agreement. Therefore, in the event that there are any post orders, directives, protocols, policies, specifications or other documents of any type (collectively, “Post Orders”) not set forth in Exhibit A, such Post Orders shall not form any part of this Agreement and are not a novation or modification or expansion of the Services, obligations and duties set forth in this Agreement unless Post Orders are mutually agreed to in writing. If there is any conflict between the provisions of this Agreement and any Post Orders, this Agreement shall control. Under no circumstances shall the Post Orders modify or expand the liabilities of the parties.

13. Client acknowledges and agrees that (1) mandatory, paid off-duty rest periods and/or unpaid off-duty meal periods or other breaks may be required by applicable law (“Legally Mandated Break Periods”); (2) during Legally Mandated Break Periods, security personnel must be relieved of all duties, including without limitation to the requirement to remain “on call,” (3) Services at the location(s) set forth in Exhibit A will be interrupted and such location(s) will not be secured during Legally Mandated Break Periods; and (4) Client may elect to request Allied Universal to provide additional Services during the Legally Mandated Break Period as relief coverage at the fees set forth in Exhibit B and Allied Universal may accept such request if commercially reasonable.

14. “Non-performance” for purposes of the termination provision includes, but is not limited to, a party’s (1) failure to perform or breach of any obligations under this Agreement which remain uncured during the cure period, (b) breach of any representation or warranty in this Agreement; and/or (c) a party’s insolvency and/or petition for bankruptcy.

15. Key Card Access to Premises. Allied Universal understands and agrees that key card access will be required to access certain parts of Client’s premises. Client shall provide one (1) key card to each of Allied Universal’s security personnel free of charge but in the event personnel require a new or additional key card for any reason, Allied Universal shall be charged ten dollars and 00/100 cents per new or additional key card.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: Sections C, E, G and the Exhibits hereto.



(CITY OF CLEARWATER SIGNATURE PAGE)

Countersigned:

CITY OF CLEARWATER, FLORIDA,  
a Florida municipal corporation.

\_\_\_\_\_  
Bruce Rector  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Poirrier  
City Manager  
Date: \_\_\_\_\_

Approved as to form:

Attest:

\_\_\_\_\_  
Matthew J. Mytych, Esq.  
Assistant City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rosemarie Call  
City Clerk  
Date: \_\_\_\_\_





EXHIBIT A

**to Security Professional Service Agreement Between Allied Universal and**

**City of Clearwater**

**LOCATION(S) FOR SECURITY SERVICES**

<u>Client Location</u>	<u>Specify for each location: Armed or Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
MSB-Clearwater Municipal Building	Unarmed	8am-5pm, Monday-Friday	45 HPW
City Hall	Unarmed	8am-5pm, Monday-Friday	45 HPW
MSB Parking Garage	Unarmed	12am-5am, 7days	35 TOTAL HPW
Station Square Parking Garage	Unarmed	12am-5am, 7 days	
Garden Avenue Garage	Unarmed	12am-5am, 7 days	

The location(s), day(s) and time(s) and duties listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in a writing signed by the parties (including a person holding the title of Vice President or above on behalf of Allied Universal). The delivery of Services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed herein.

**Description of Services.** Allied Universal will provide Client the following Services pursuant to this Agreement:

- The security professional will provide a visible security presence and report criminal activity of which the security professional becomes aware to the designated Client representative and in the manner agreed upon between Client and Allied Universal.
- This Exhibit A supersedes any and all other language herein, or other oral or written instructions or requests to Allied Universal personnel. Post Orders, amendments thereto or other oral or written instructions to Allied Universal personnel by Client do not constitute an amendment to the Agreement or this Exhibit A.

HELIAUS® System: Client understands and agrees that by ordering and receiving the HELIAUS® Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the “HELIAUS Services”), Client agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full (“the HELIAUS Terms”), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the scope of Services and/or liability hereunder. The HELIAUS Terms may be found at [www.aus.com/service-terms](http://www.aus.com/service-terms) and by signing the Agreement, Client acknowledges receipt and agrees to the HELIAUS Terms. “HELIAUS” is a service mark of Allied Universal.

Notwithstanding anything to the contrary in this Agreement, by way of example, and not as a limitation, the parties hereby agree that the following are excluded from the Services provided hereunder, and that Allied Universal personnel have no duty to perform the following actions:

- Any action or activity that potentially exposes Allied Universal personnel to imminent injury or unreasonable risk of harm, such as engagement with armed, violent or threatening third parties, intervening in fights, or altercations involving threats of physical violence.
- Efforts or tasks (a) to prevent violence between and/or among (1) Client employees or other persons authorized to be on Client’s premises, and/or (2) between and/or among current or former spouses, partners, in-laws, or immediate or extended family members of Client visitors or personnel; (b) to prevent or minimize terrorism of any kind; (c) to prevent or minimize the impact of shootings, including mass shootings; (d) to prevent or mitigate drug use, trafficking or gang violence; and (e) associated with assessment of intoxication or impairment of individuals on or near Client’s location, prevention of impaired driving, or facilitation of medical assistance for intoxicated or impaired individuals. Preventing or removal of hazardous conditions upon the property including but not limited to snow or ice, inadequate lighting, defects upon or of the property or its buildings, structures or improvements, and/or weather conditions.
- Supervising in any way the services provided by contractors engaged by Client. Tasks specifically excluded (without limitation) from the Services include contacting or supervising snow and ice removal contractors, janitorial, landscaping, HVAC, roofing, maintenance, paving, and/or elevator contractors, or approving services provided by same.



- The provision of CPR, first aid, medical transport or behavioral health services, or the use of automated external defibrillator (AED) devices, notwithstanding those Allied Universal employees may have been trained to do so, or are required hereunder to be trained to do so. Allied Universal cannot, and is not obligated hereunder to, diagnose, assess or assist those with an intent to commit suicide or cause or threaten harm to themselves. The Services are not intended to prevent suicide or self-harm.
- Any tasks or efforts associated with prevention of employee theft, even if assisted or facilitated by Allied Universal personnel.

EXHIBIT B

**to Security Professional Service Agreement Between Allied Universal  
BILLING RATES AND OTHER CHARGES**

**Billing Rates.** The initial Billing Rates are as follows:

<b>City of Clearwater Rate Card and Total Spend - Year 1</b>								
<u>Site</u>	<u>Post</u>	<u>HPW</u>	<u>Wage Rate</u>	<u>Bill Rate</u>	<u>Holiday / OT Rate</u>	<u>Markup</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
MSB- Clearwater Municipal	Security Professional	45	\$17.50	\$24.50	\$36.75	1.400	\$4,777.50	\$57,330.00
City Hall	Security Professional	45	\$17.50	\$24.50	\$36.75	1.400	\$4,777.50	\$57,330.00
Parking Garage Patrol	Security Professional	35	\$17.50	\$24.50	\$36.75	1.400	\$3,715.83	\$44,590.00
Event Security Rate	Security Professional	0	\$17.50	\$24.50	\$36.75	1.400	\$0.00	\$0.00
Event Staff Rate	Security Professional	0	\$17.50	\$24.50	\$36.75	1.400	\$0.00	\$0.00
Event Security Rate	Security Supervisor	0	\$20.00	\$28.00	\$42.00	1.400		
		-						
<b>Sub-Total</b>		<b>125</b>					<b>\$13,270.83</b>	<b>\$159,250.00</b>
<b>Direct Bills (Estimate)</b>								<b>Annual Cost</b>
Vacation Labor							\$0.00	\$0.00
Sick Labor							\$0.00	\$0.00
Holiday Premium							\$191.41	\$2,296.88
New-Hire Training							\$0.00	\$0.00
Refresher Training							\$0.00	\$0.00
Medical							\$0.00	\$0.00
Background/Credit Checks							\$0.00	\$0.00
Uniform							\$0.00	\$0.00
Equipment							\$0.00	\$0.00
HELIAUS							\$0.00	\$0.00
Miscellaneous							\$0.00	\$0.00
<b>Sub-Total</b>							<b>\$191.41</b>	<b>\$2,296.88</b>
<b>Sub-Total</b>							<b>\$13,462.24</b>	<b>\$161,546.88</b>
<b>Sales Tax</b>		<b>0.00%</b>					<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>							<b>\$13,462.24</b>	<b>\$161,546.88</b>

\* Event or emergency coverage with less than 48 hours' notice will be billed at the overtime rate reflected above.

\*\* See pricing notes for items included in rate.

Additional services such as Council Meetings will be charged at the rates listed above depending on notice provided on an as needed basis.

**Additional Notes:**

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.
- > Sales Tax is not included in bill rate above, as the Client is exempt from Sales Tax
- > Standard Allied Universal vacation plan is included in the rate above. Calendar year 1-2=40 hours, 3-7=80 hours, 8+=120 hours
- > Heliaus Patrol Software – 1 device for garage patrol was included in bill rate above.
- > Event or emergency coverage with less than 48 hours' notice will be billed at the overtime rate reflected above.

\* *Requested Overtime:* With requests for a specific individual to work, and such request, for whatever reason, results in the individual working more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." the additional two hours will only be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

Holiday Rate: Client shall pay the Holiday Rate for all Services performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and/or additional dates required by applicable collective bargaining agreement.

Mutually agreed-upon merit increases will result in a Billing Rate increase.

Emergency Rates: A labor strike or other emergency situation that creates a working environment for security personnel that is more hazardous than the normal conditions under this Agreement will be cause to negotiate a temporary billing rate for modified services.

Additional Services: Additional permanent services requested by Client will be billed at a supplemental deployment rate, which will be negotiated by the Parties, but shall not be less than the Overtime Rate. The supplemental deployment rate for such additional permanent services will continue to apply until this Agreement is amended in writing. Additional requests for temporary services will be billed at a mutually agreed upon bill rate.

Client understands and agrees that by ordering and receiving the HELIAUS Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the "HELIAUS Services") from Allied Universal, Client agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full ("the HELIAUS Terms"), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the Allied Universal scope of Services and/or liability hereunder. The HELIAUS Terms may be found at [www.aus.com/service-terms](http://www.aus.com/service-terms) and by signing the Agreement Client acknowledges receipt and agrees to the HELIAUS Terms. "HELIAUS" is a service mark of Allied Universal.

EXHIBIT B Continued

**Tentative Event Schedule for Parks and Recreation  
May 2026-April 2027**

Major League Soccer (MLS) Events: Security at gates for MLS games

Dates: January and February 2027

- 50 hours estimated: Two (2) shifts at four (5) hours per shift for five (5) games  
Total is 50 Hours

NFCA Division I Leadoff Classic: Security for parking lot areas, gates, bag checks, etc.

Dates: February 2027

- 440 hours estimated: Eleven (11) shifts at ten (10) hours per shift for four (4) days
- 40 hours (Supervisor) estimated: One (1) shift at ten (10) hours per shift for four (4) days  
Total is 480 Hours

FCSAA Championship: Gates and bag checks

Dates: May 12-16, 2026

- 52 hours estimated: Three (3) shifts at twelve (12) hours and two (2) shifts of eight (8) hours  
Total is 52 Hours

Shriners Children's Clearwater Invitational: Security for parking lot areas, gates, etc.

Dates: February 2027

- 800 hours estimated: Sixteen (20) shifts at ten (10) hours per shift for four (4) days
- 80 hours (Supervisor) estimated: Two (2) shift at ten (10) hours per shift for four (4) days  
Total is 880 Hours

Clearwater Sea Blues Festival: Security for downtown

Dates: February/March 2027

- 288 hours estimated: Twelve (12) shifts at twelve (12) hours per shift for two (2) days  
Total is 288 Hours

Pier 60 Sugar Sand Festival Fireworks: Clearwater Beach fall out zone coverage

Dates: March/April 2027: Saturday Fireworks dates

- 100 hours estimated: Five (5) shifts at five (5) hours per shift for four (4) days  
Total is 100 Hours

Clearwater Celebrates America at Coachman Park: Oversee the park

Date: July 4, 2026

- 60 hours of overnight: Four (4) shifts at 15 (15) hours for one (1) day
- 60 hours of event security: Twelve (12) shifts at five (5) hours for one (1) day  
Total 120 Hours

Ambassador Program: Provide information to our visitors about our downtown

Dates: Year-round

- 450 hours estimated: Three (3) shifts at five (5) hours per shift for four (30) days  
Total is 450 Hours

Misc. Programs and Events: Misc. duties and responsibilities

Dates: Year-round

- 450 hours estimated: Three (3) shifts at five (5) hours per shift for four (30) days  
Total is 450 Hours

Grand Total Breakdown

2,750 Hours of Event Security

120 Hours of Event Security Supervisor

*Note: The events listed above along with requested hours are tentative and subject to change.*

**Exhibit "C"**  
**NO COERCION FOR LABOR OR SERVICES ATTESTATION**

Pursuant to Section 787.06(13), F.S., this form must be completed by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

\_\_\_\_\_ does not use coercion for labor or services as defined in Section 787.06, F.S.

Under penalty of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true and correct.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **ADDENDUM A: City of Clearwater Insurance Requirements (PER RFP 01-26)**

**INSURANCE REQUIREMENTS. To be reviewed by Risk Manager.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, the insurance described herein. to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Vendor must carry the following types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the amount of \$1,000,000 (one million dollars) combined single limit.
- c. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the Respondent with limits of \$2,000,000 (two million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

**WAIVER OF SUBROGATION** – With regard to any policy of insurance that would pay third party losses, Contractor hereby grants City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless of whether or not the city has received a waiver of subrogation endorsement from each insurer.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

### **Other Insurance Provisions.**

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance to the extent of Vendor's indemnification and up to the required insurance amount. In addition, when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater  
Attn: Procurement Division, RFP #01-26  
P.O. Box 4748  
Clearwater, FL 33758-4748**

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.**