



Security Services Agreement

This Security Services Agreement (“Agreement”) to provide security services (“Services”) is entered into and effective this ___ day of _____ 2020 (“Effective Date”) between Dynamic Integrated Security, Inc., (Contractor) and the Imagine School at Broward, on behalf of the charter school identified in Section 5 below (“Imagine School at Broward”).

WHEREAS, Imagine School at Broward operates a charter schools in Florida; and

WHEREAS, pursuant to Section 1006.12, F.S., Imagine School at Broward is required to have a safe-school officer at each of Imagine School at Broward’s schools; and

WHEREAS, safe school officers include School Guardian; and

WHEREAS, Imagine School at Broward currently requires certified School Security Guards (“School Security Guards”) for the 2019-20 School Year through the completion of 2021-2022 School Years which shall include summer schools, if any to fulfill the safe-school officer requirement of Section 1006.12, F.S.; and

WHEREAS, The Contractor wishes to provide certified School Security Guards to Imagine School at Broward’s school for back fill services;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. TERM. This Agreement is for a term of three (3) years beginning the Effective Date.

2. TERMINATION.

A. Either party may terminate this Agreement upon 90 days written notice to the other. School may terminate immediately for cause for breach of paragraph 3.

B. In the event the Imagine School at Broward fails to make payment in full to Contractor upon the date of such payment is due pursuant to this Agreement, Contractor may terminate this Agreement upon ten (10) days written notice with opportunity to cure.

C. In the event this Agreement is terminated without cause, compensation shall be made to contractor for Services performed to the date of termination.

3. SERVICES.

A. For each school served, Contractor shall provide one (1) designated armed certified School Security Guard during school hours, beginning a half hour prior to the start a of school and at least no later than half an hour after the end of the school day, and for the duration

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of the school year(s), beginning upon certification in 2019-2020 school year through 2021-2022 school years (which includes summer school if offered by the schools). Hours of service may be extended with both parties' mutual agreement. Contractor shall provide substitute armed certified School Security Guard in the event the designated Security Guard is unable to perform Services.

B. Any designated or substitute School Security Guard must be certified pursuant to §1006.12 and related statutes as created under 2019 Safety Act.

C. Contractor shall ensure that any designated or substitute School Security Guard has cleared all background and drug screening required by law Contractor must ensure that School Security Guards provided are in full compliance with §1006.12(3), F.S. (2019) which states:

Safe-school officers at each public school.—For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies or security agencies to establish or assign one or more safe-school officers at each school facility within the district, including charter schools. A district school board must collaborate with charter school governing boards to facilitate charter school access to all safe-school officer options available under this section. The school district may implement any combination of the following options in subsections (1)-(4) to best meet which best meets the needs of the school district and charter schools.

* * *

(4) SCHOOL SECURITY GUARD.—A school district or charter school governing board may contract with a security agency as defined in s. 493.6101(18) to employ as a school security guard an individual who holds a Class “D” and Class “G” license pursuant to chapter 493, provided the following training and contractual conditions are met:

(a) An individual who serves as a school security guard, for purposes of satisfying the requirements of this section, must:

1. Demonstrate completion of 144 hours of required training pursuant to s. 30.15(1)(k)2.
2. Pass a psychological evaluation administered by a psychologist licensed under chapter 490 and designated by the Department of Law Enforcement and submit the results of the evaluation to the sheriff's office, school district, or charter school governing board, as applicable. The Department of Law Enforcement is authorized to provide the sheriff's office, school district, or charter school governing board with mental health and substance abuse data for compliance with this paragraph.
3. Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of s. 112.0455 and the sheriff's office, school district, or charter school governing board, as applicable.
4. Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis and provide documentation to the sheriff's office, school district, or charter school governing board, as applicable.

(b) The contract between a security agency and a school district or a charter school governing board regarding requirements applicable to school security guards serving in the capacity of a safe-school officer for purposes of satisfying the requirements of this section

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shall define the entity or entities responsible for training and the responsibilities for maintaining records relating to training, inspection, and firearm qualification.

(c) School security guards serving in the capacity of a safe-school officer pursuant to this subsection are in support of school-sanctioned activities for purposes of s. 790.115 and must aid in the prevention or abatement of active assailant incidents on school premises.

D. The Contractor shall work cooperatively with each school's principal and perform the following Services:

1. The School Security Guard shall take action as required and, as soon as practicable, the School Security Guard shall make the principal aware of such action. At the principal's request, the GUARDIAN shall take appropriate action against and unwanted guests who may appear at the school and related school functions, to the extent that the School Security Guard may do so under the authority of law. The School Security Guard must aid in the prevention or abatement of active assailant incidents on school premises.

2. In the event of a trespasser or other crime on campus, the School Security Guard shall be notified immediately, and at the discretion of the principal, a staff member may accompany or meet the School Security Guard at the location of the incident.

3. The School Security Guard shall give assistance to police officers and deputy sheriffs in matters regarding the law enforcement, whenever necessary.

4. Should it become necessary to conduct formal law enforcement interviews with students, the School Security Guard shall work with law enforcement and adhere to state statute, law enforcement policy, and legal requirements regarding such interviews.

5. The School Security Guard shall be immediately notified of the discovery of any type of weapon or any quantity of drugs to include alcohol (no matter how small) found on campus.

6. The School Security Guard shall, whenever possible, notify the principal or principal's designee when arriving or departing campus but otherwise shall move freely on campus throughout the entire school day.

7. The School Security Guard will have campus meetings with the principal or the principal's designee weekly or as otherwise mutually agreed to coordinate daily activities.

8. The School Security Guard shall maintain the confidentiality of student records accessed in the course of the School Security Guard's duties under this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA")

9. Contractor shall monthly invoices for fees associated with Services.

10. Contractor shall be responsible for training and for maintaining records relating to training, inspection, and firearm qualification

11. Upon request and mutually agreed upon, the contractor will provide safety consulting services for the schools related to vehicle assignment, school drills, training, and assistance with State of Florida FSAAT and risk assessments. This will be considered Subject Matter Expert Services.

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4. TRAINING. The School Security Guard providing services pursuant to this Agreement were trained by through Aaron Feis Guardian Programs offered by applicable sheriff's office offered within the specific county. Contractor shall be responsible to maintain training records, inspection records and firearm qualification records. Such records shall be made available upon request. Contractor shall provide documentation that each of the placed School Security Guard has successfully completed all required training.

5. SCHOOLS SERVED. Contractor shall provide School Security Guard at the Imagine School at Broward (9001 Westview Drive, Coral Spring, FL 33067) and ancillary facilities designated for services.

6. IMAGINE SCHOOL AT BROWARD SCHOOL RESPONSIBILITIES.

A. Imagine School at Broward shall provide weekly payments to Contractor based upon invoices reflecting the total School Security Guard hours worked in a preceding week; and Contractor will provide an invoice to Imagine School at Broward on the first day of the service week for all Services and invoice will be due 10 days from date of invoice. Should a credit become due to school; such credit will appear on the following week's invoice.

B. Contractor shall provide adequate supplies (which exclude firearm and safe) for the performance of the duties by the School Security Guard.

7. REMOVAL OF GUARDIANS.

A. If the principal of a school to which a School Security Guard is assigned feels that the designated School Security Guard is not effectively performing the School Security Guard's duties and responsibilities, the principal shall advise the Contractor that the principal wishes the School Security Guard to be removed from the school.

B. The Principal and the Contractor, or their designees, shall meet to discuss School Security Guard's performance. If the problem is not resolved, then the School Security Guard shall be removed and replaced by Contractor with another qualified School Security Guard. School shall not be assessed the training costs associated with the replacement School Security Guard.

8. COMPENSATION. The fee for providing the Services is as follows:

- A. The supplemental/back fill School Security Guard Services fee is \$ 43.50 per hour for actual time School Security Guard Services are provided. At any time during the term of the contract, the back-fill School can request a fulltime SSG and the rate will be \$38.50 per hour. The School shall only pay overtime rate for hours worked surpassing 40 hours a week (Supplemental hours) for the SSG. All overtime will be requested by the principal in writing and approved in advanced by both parties.
- B. Upon request from the principal, if a vehicle is to be assigned to the SSG and serve as deterrent presence at the school site or ancillary facility, it will be an additional five (5) dollars per hour.

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- C. Subject Matter Expert Services rate will be mutually agreed upon, prior to the execution of the services.

9. INSURANCE. Contractor shall maintain general liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence; workers' compensation insurance as required by law, and Sexual Physical Abuse & Molestation insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Imagine School at Broward, its ancillary facilities, its officers, employees, agents and successors and assigns will be named as additional insured on such policies on insurance.

10. LICENSES. Contractor is licensed to the extent required by all applicable law and will, at its sole cost, maintain such licensing throughout the term, as will all employees/independent contractors of Contractor.

11. MODIFICATIONS. Modifications to this Agreement may be made, in writing, and shall become effective upon written approval of both parties.

12. ASSIGNMENT. This Agreement shall not be assigned or sub-contracted by the Contractor without the express written consent of Imagine School at Broward.

13. INDEMNIFICATION. Contractor agrees to indemnify and hold Imagine School at Broward, its schools and/or ancillary facilities and respective agents, affiliated companies, employees, contractors, directors, and officers, harmless from any and all claims, causes of actions, liabilities, costs, losses, fines, penalties, damages, and expenses, including reasonable attorneys' fees, arising from or related to performance of Services pursuant to this Agreement.

14. VENUE. Any action arising from this Agreement shall be brought in a court of competent jurisdiction in Broward County, Florida.

15. ATTORNEYS FEES. In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to payment of reasonable attorney's fees by the non-prevailing party.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.

17. INDEPENDENT CONTRACTOR. Contractor acknowledges that this Agreement does not create an employee/employer relationship between the Parties. Contractor is an independent contractor under this Agreement. The Contractor is not an employee of Imagine School at Broward for any purpose, including but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, applicable provisions of the Internal

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Revenue Service Code, Florida’s Workers’ Compensation Act, and Florida’s Unemployment Compensation provisions of Chapter 443, Florida Statutes.

18. FORCE MAJEURE. Contractor will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, storm, natural disaster, act of terrorism, or any other situation beyond its control.

19. NOTICE. Any notice required or otherwise given pursuant to this Agreement will be given in writing and will be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices will be addressed to the address of the Party as specified in this Agreement or to such other address as the Party may specify in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their undersigned officials as of the date written below.

Imagine School at Broward

Dynamic Integrated Security, Inc.

Signature

Signature

Printed Name

Jhonelba Moreno
Printed Name

Title: _____

Title: President

Date: _____

Date: _____