

**BARKLEY SECURITY AGENCY, INC.
SECURITY CONTRACT**

THIS AGREEMENT dated as of this 20th day of May, 2022, by and between CareerSource North Central Florida located at 11112 N Main Street, Gainesville, FL 32601, ("Owner") and Barkley Security Agency, Inc. ("Contractor") located at 18229 Memorial Blue Star Highway, Quincy, Florida a Florida Corporation, FIEN 59-3181084

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 -ENGAGEMENT OF THE CONTRACTOR

- (A) The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform unarmed security guard functions as outlined by the AGENCY, the CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the AGENCY.
- (B) The CONTRACTOR agrees to provide unarmed security officers who possess an active Class D license for the AGENCY.

ARTICLE 2. SCOPE OF SERVICE

The CONTRACTOR agrees, under the direct supervision of the AGENCY to provide unarmed services under the conditions set forth in the contract and in the SPECIFICATIONS as set forth by the AGENCY.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be for **ONE YEAR ending September 30, 2023**, and can be renewed upon mutual agreement at the end of the year. This agreement may be cancelled by Owner or Contractor at any time upon thirty (30) days prior written notice.

ARTICLE 4. COMPENSATION

The AGENCY shall be billed monthly at \$20.55 per guard hour. Each guard will be paid \$15.00 per guard hour which is in accordance with the living wage of the Alachua County Government. (See Exhibit A)

It is solely at the discretion of the AGENCY to increase locations or hours at the same rate of pay of \$20.55 per guard hour.

ARTICLE 5. CONTRACTOR'S RESPONSIBILITIES

Contractor will perform security services at the Property according to the conditions and specifications set forth below:

- A. CONTRACTOR shall provide a qualified security guard **Monday – Friday, starting June 20, 2022.**
- B. CONTRACTOR'S security guards shall perform security duties as specified by the AGENCY and BSA.
- C. Security shall provide full reports of patrol activities/special incidents which shall be delivered to AGENCY upon its request.
- D. While on duty Security personnel shall wear full uniform. All uniforms shall be neat and clean at all times.
- E. CONTRACTOR will be responsible for assuring that its employees are ready to work at the beginning of their respective shifts with all necessary equipment and for assuring that they will remain at their location.

ARTICLE 6. CONTRACTOR'S EMPLOYEES

All matters pertaining to the employment, supervision, compensation, promotion and discharge of employees are the sole responsibility of CONTRACTOR.

Article 7. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender or national origin in the performance of work.

Article 8 – CONTRACTOR'S INSURANCE:

At all times during the term hereof, CONTRACTOR shall carry public liability, worker compensation and property insurance with limits of not less than \$1,000,000 per occurrence.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 20th day of May, 2022..

Barkley Security Agency, Inc.

By: Lomar C. Barkley
Lomar C. Barkley, Vice President

CareerSource

By: Philip Garty
Representative

Exhibit A

Alachua County Minimum Wage. If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessity of amendment to this Agreement:

\$15.00 per hour with qualifying health benefits, \$17.00 per hour without health benefits amounting to at least \$2.00 per hour.

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.