

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

THIS AGREEMENT dated as of this 1<sup>st</sup> Day of December 2023, by and between CareerSource Capital Region, 2035 E Paul Dirac Drive, Morgan Bldg. Suite 236, Tallahassee, Fl 32310, (“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 armed and 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 armed and unarmed security officers who possess an active Class G and Class D license for the AGENCY.

**ARTICLE 2. SCOPE OF SERVICE**

The CONTRACTOR agrees, under the direct supervision of the AGENCY, to provide armed and 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 **3 years ending November 30, 2026**, and can be renewed upon mutual agreement at the end of the year. This agreement may be cancelled by the Owner or Contractor at any time upon thirty (30) days prior written notice.

**ARTICLE 4. COMPENSATION**

**The AGENCY shall be billed monthly at \$17.38 Armed and \$16.12 Unarmed per guard hour.**

It is solely at the discretion of the AGENCY to increase locations or hours at the same rate of pay of \$17.38 armed and \$16.12 unarmed 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**
- 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 the AGENCY upon its request.
- D. While on duty Security personnel shall wear full uniform. All uniforms shall be always neat and clean.
- E. THE 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.

## **Article 9. Contract Provisions & Assurances**

The CONTRACTOR understands that the BOARD (CareerSource Capital Region) has the right to terminate the Contract by written notification when an extenuating circumstance arises, for example when the work is no longer required, if there is a breach of contract, fraud or breach of security. It is understood that the CONTRACTOR will be compensated for work already completed or in the process according to accurate, appropriately submitted documents. Failure to perform in the areas identified in the above statement of work will be reason for termination for cause and for convenience.

In the event of, and because of, any breach of the Contract, the CONTRACTOR shall indemnify and hold harmless the BOARD for any disallowed costs resulting from any such breach of the Contract. The management, administration and implementation of all terms and conditions of the Contract shall be performed in a manner the BOARD deems satisfactory. The BOARD may act in its own best interest including, but not limited to: Withholding payment, Requiring pay back, Disallowing inappropriate claims, payments, or costs, De-obligating Contract funds and or Terminating or suspending the Contract.

Amendments, modifications, and remedies for nonperformance must be issued in writing to all Parties. All Parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The CONTRACTOR assures that is in accordance with section 287.135 Florida Statues and is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in Section 287.135(4), Florida Statues. These lists are pursuant to sections 215.4725 and 215.473, Florida Statues.

The CONTRACTOR agrees to abide by Federal and State rules/regulations pertaining to compliance with all mandatory standards and policies relating to the following:

- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- Contract work Hours and Safety Standards Act (40 U.S.C. S 327-333)



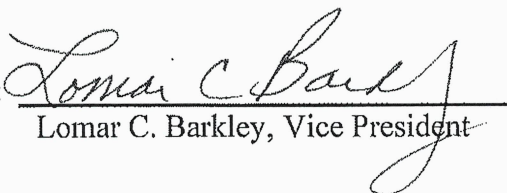
- Rights to Inventions Made Under a Contractor Agreement
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)
- Drug Free and Smoke Free Workplace policy.

The CONTRACTOR assures that it will not discriminate in its employment practices with respect to the Equal Pay Act (1963), Civil Rights Act (1964), Age Discrimination in Employment Act (1967), Americans with Disabilities Act (1990), and Civil Rights Act (1991). No individual shall be denied employment based on race, color, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services career and each employee shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

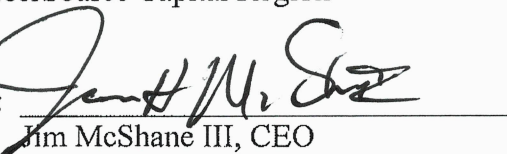
The percentage of the total costs of the program or project which will be financed with Federal money is fully supported by the U.S. Departments of Labor, Health and Human Services, and Agriculture as part of awards totaling \$6,219,147 with 0% financed from non-governmental sources.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 1st day of December 2023.

Barkley Security Agency, Inc.

By:   
Lomar C. Barkley, Vice President

CareerSource Capital Region

By:   
Jim McShane III, CEO