



SECURITY SERVICES AGREEMENT

THIS AGREEMENT is made on **September 14, 2024**, between Pinnacle Security Access Solutions, LLC (herein referred to as "Pinnacle" or "PSAS" and **River Wilderness of Bradenton Foundation, Inc.** (herein referred to as "CLIENT").

Service Address	CLIENT Billing / Mailing Address
River Wilderness of Bradenton Foundation, Inc. 1 Wilderness Blvd Parrish, FL 34219 941-981-5520 manager.rw@amiwra.com Pinnacle Security Access Solutions, LLC 3307 Clark Rd, Ste 201 Sarasota, FL 34231 941-929-4768 Craig@Pinnaclesas.com	River Wilderness of Bradenton Foundation, Inc. 1 Wilderness Blvd Parrish, FL 34219 941-981-5520 manager.rw@amiwra.com email billing to: ap@amiwra.com AMI 9031 Town Center Pkwy Lakewood Ranch, FL 34202

DESCRIPTION OF SERVICE: PSAS will assign unarmed licensed security officer(s) in accordance with written security officer orders that have been approved by both parties, a copy of which is incorporated herein by this reference.

SECURITY SERVICES will commence on **October 27, 2024, at 0600**. Pinnacle SAS will supply unarmed officers 24 hours per day, 365 days per year.

SERVICE RATES: CLIENT will pay PSAS the following rates plus all applicable sales tax (unless tax exempt). These rates do not apply to coverage of civil disputes, natural disasters, or other similar emergency situations.

For September 27, 2024 to September 30, 2024 invoicing will be on a daily rate and included in the October Monthly Invoice

- Each 24 hours of service invoiced at \$1,232.56 (includes sales tax)

For October, November and December 2024 the following monthly invoicing will apply

- \$37,387.52 (includes sales tax)

For 2025, Invoicing monthly:\$40,941,82 (include sales tax)

Manned Gate Operation - 2 gates 24X7					
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Cost
<i>Gate Access Officer</i>	\$18.00	\$25.00	216.00	\$5,400.43	\$281,593.95
<i>Angela Pickwood</i>	\$18.00	\$25.00	40.00	\$1,000.08	\$52,147.03
<i>OTR Gate Lead Officer</i>	\$19.50	\$27.09	40.00	\$1,083.42	\$56,492.61
<i>Supervisor / Account Manager</i>	\$22.50	\$31.25	40.00	\$1,250.10	\$65,183.79
Total Weekly Hrs:			336.00		
<i>Gate Access Officer</i>	\$27.00	\$12.50	6 holidays		\$2,314.47
<i>Angela Pickwood</i>	\$27.00	\$12.50	6 holidays		\$428.61
<i>OTR Gate Lead Officer</i>	\$29.25	\$13.54	6 holidays		\$464.32
<i>Supervisor / Account Manager</i>	\$33.75	\$15.63	6 holidays		\$535.76
Equipment & Other					
<i>Silvertrac e-Reporting: software & support</i>	included in above				\$0.00
<i>Vacation Benefits</i>	As Incurred after one year				\$0.00
<i>Medical Insurance Benefits Cost</i>	As Incurred				\$0.00
<i>Patrol Tablet and Smartphone</i>	included in above				\$0.00
<i>Custom Uniforms (\$20 per Polo)</i>	Billed as incurred				\$0.00
<i>Driveway Entry Alert System</i>	included in above				\$0.00
<i>Gatehouse Officer Monitoring Camera</i>	included in above				\$0.00
				subtotal	\$459,160.54
				Sales Tax 7%	\$32,141.24
				TOTAL	\$491,301.78



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Special Notes:

Exact shift times to be determined by mutual agreement between PSAS and CLIENT. Coverage as noted in Service Rates and Security Services Budget above.

Paid vacations approved by the CLIENT will be Direct Billed as incurred . All other employees, including previous CLIENT officers or new employees hired by PSAS will be subject to the PSAS vacation policy of one week after one year, accrued biweekly and billed to CLIENT when incurred. PSAS Officers assigned to CLIENT can either take accrued vacation or a buyout of the vacation.

PSAS employees will document activities using Daily Activity Report entries and Incident Reports.

Any changes in hourly wage rates, hourly billing rates or service coverage will be noted in a mutually agreed to Service Addendum. Wage and hourly billing rates shall be reviewed and agreed to annually.

CLIENT shall be added to PSAS Certificate of Insurance as “additional insured”, by request.

PREMIUM RATE: is only billed at 1.5x of the hourly billing rate(s) when CLIENT requests additional coverage and the officer exceeds 40 hours in the work week. Overtime caused for any other reason except a declared emergency or natural disaster will be at the cost of PSAS.

CLIENT and Pinnacle Security Access Solutions, LLC, (hereinafter referred to as “Pinnacle” or “PSAS”) mutually agree that PSAS will provide services pursuant to this Agreement in accordance with mutually acceptable, written security officer or patrol officer orders (which are incorporated into this agreement by this reference). PSAS will not be obligated to perform any duties or services (and will bear no responsibility for duties or services) other than expressly specified in such orders or this Agreement. Unless otherwise set forth herein, CLIENT and PSAS agree that PSAS is not engaged as a security consultant.

1. TERM.

This agreement shall have an initial term of 12 months from the service start date, following which it will continue on a month-to-month basis, unless renewed for another contract period, based on a *Service Addendum*. Notwithstanding the foregoing, it is agreed that either party may terminate this agreement by giving the other party no less than **30 days** advance notice of termination at any time after a 90-day break in period. An unsatisfactory payment pattern shall constitute good cause and service at PSAS’s option may be terminated immediately and without penalty to PSAS. An unsatisfactory payment term is when an invoice is 60 days outstanding from the date of invoice. Notwithstanding PSAS must supply written notice of late payment and allow CLIENT 30 days to remedy before termination.

2. DUTIES AND SCHEDULE OF SERVICE.

PSAS agrees to provide unarmed, uniformed officer service as specified in the Service Rates and Special Notes section of page 1. The conduct and scope of responsibility of all security officers assigned to CLIENT’s site shall be governed by policy, rules, and post instructions mutually agreed to by both parties and made a part of this service agreement. The furnishing of such services provided for herein shall not be construed as a guarantee of protection against any or all contingencies or occurrences which may arise out of, or relate to, the furnishing of such services. If at the request of the CLIENT, a PSAS employee is assigned duties other than those duties set forth by this contract, the CLIENT thereby assumes complete responsibility.

3. SERVICE RATES.

PSAS shall furnish unarmed Security Officer Service to the CLIENT at the rates as reflected in the Service Rates (page 1). If a change in state or federal minimum wage rates, or if any other legislation or regulation, federal, state or local, causes an increase in PSAS direct and indirect labor and/or payroll costs, CLIENT agrees to reimburse PSAS for the added costs. CLIENT shall pay PSAS at the aforementioned rates plus applicable Florida State sales tax, based on the Florida county where service is provided, as required by law. If the CLIENT is tax exempt, CLIENT shall furnish PSAS with proof of tax exemption before commencement of service. Any change in personnel that results in updated personnel wage and billing rates will be captured through a mutually executed service addendum. Annually, the aforementioned service rates will be adjusted to reflect increases in wages and/or operating costs. CLIENT will be notified in writing, 30 days in advance, of any proposed adjustment in billing rates.

4. BILLING TERMS AND CONDITIONS.

PSAS will deliver invoices to the CLIENT at the address specified in the CLIENT Service Address section on page 1. Service will be billed on the first of each month, in advance for that month and will be paid via Bank ACH by the 5th of the month. Baseline service invoices shall be based on 1/12 total annualized approved security services budget as noted in the Services Rates section (page 1). Invoices shall be due and payable upon receipt without offset of any kind or nature whatsoever. Any adjustment to services and/or any direct billed or equipment / software costs (addition or removal of services) shall be billed retroactively, on the following month’s invoice. Late payments are subject to an interest charge of one- and one-half percent (1.5%) per month charged from the invoice date to the date of receipt of payment. Any disruption of payment due to a banking



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error is not the responsibility of the CLIENT and will not incur late payment interest. The CLIENT agrees to pay PSAS collection cost and reasonable attorney fees.

5. INSURANCE, RISK OF LOSS, DAMAGES.

PSAS agrees to maintain and provide Worker's compensation coverage for its onsite employees. In addition, PSAS maintains for its own protection, comprehensive general liability insurance. CLIENT shall assume all risk of loss for its property, buildings, facilities, equipment, and any personal property occurring as a result of fire or other casualty, and CLIENT waives any right of recovery and its insurer's right of subrogation against PSAS for loss and or damage resulting from any such risks. It is understood and agreed between the parties that PSAS is not an insurer and that the rates being paid for service is for a security officer service designed to deter certain risks of loss which rates are not related to the value of the personal or real property protected. All amounts being charged by PSAS are insufficient to guarantee that no loss will occur, and PSAS makes no guarantee, implied or otherwise, that no loss will occur or that the service supplied will avert or prevent occurrences or losses which the service is designed to help detect or avert. In the event a claim is made by any such person, entity, or corporation, including the CLIENT, against PSAS, CLIENT shall not be entitled to retain the amount of any such claim out of moneys due or owing PSAS herein. PSAS will always maintain during the contract (i) Commercial Liability (including contractual liability) insurance in amounts of at least \$1 million per occurrence and \$2 million in the aggregate, as well as Worker's Compensation and Employer Liability insurance naming the Association as an additional insured on all such policies.

6. EMPLOYEE HIRING.

Each security officer furnished by PSAS to the CLIENT pursuant to this agreement shall be exclusively employed by PSAS and compensated by PSAS.

7. REMEDIES.

The venue for all litigation brought hereunder shall be in Sarasota County, Florida only. If any litigation occurs between the parties as a result of this agreement, the CLIENT and PSAS waive any right to a jury trial. In the event of a breach of this Agreement and as a result of such breach the non-breaching party hires an attorney at law to protect its rights hereunder, the non-breaching party shall be entitled to recover reasonable attorney's fees (including paralegal fees, fees incurred in negotiation, trial or appeal as well as the cost of determining the amount of and entitlement of those fees) and related costs from the breaching party. If any part of this agreement is held to be unenforceable in a court of law, the remaining terms shall continue to be in full force and effect.

8. OSHA HAZARDS.

CLIENT warrants and represents that there are no chemical hazards, which require disclosure to employees of PSAS under the OSHA Chemical Hazard Communication Standard 1910.1200. CLIENT agrees to allow PSAS to attend any hazard communication training program conducted for the benefit of CLIENT employees and will provide all training materials to employees of PSAS to the extent required by law for employees of the CLIENT.

9. INDEMNITY.

The services provided under this agreement are for the sole benefit of the CLIENT. Neither this agreement, nor any service provided herein, shall give rise to, or shall be deemed or construed so as to confer any rights on any other party as third-party beneficiary or otherwise, and the CLIENT agrees to indemnify PSAS against any claims made by such third parties, to the extent the claim is covered by any policy of insurance held by the CLIENT. PSAS agrees to and will indemnify, defend and hold CLIENT harmless from and against any claim arising from PSAS's performance of the service under this agreement, but only to the extent the claim is caused by the negligence or the intentional acts of PSAS, its employees, or agents. CLIENT agrees to and will indemnify, defend and hold PSAS harmless from and against any claim in connection with the agreement, but only to the extent the claim is caused by the negligence or intentional acts of CLIENT, its employees, or agents.

10. GOVERNING LAW.

This agreement will be governed by the internal laws of the State of Florida, even if signed, accepted, or performed outside Florida.

11. ENTIRE AGREEMENT AND CONFIDENTIALITY.

This contract constitutes the entire agreement between the parties and supersedes all other documents and correspondence. The parties shall not be bound by, or liable for any statement, covenants, representations, promises, inducements, or understandings not set forth herein. No amendments or modifications of any terms or conditions shall be valid unless reduced in writing and executed by both parties.



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12. NOTICES.

Any notice required hereunder shall be sent by registered or certified U.S. Mail, postage prepaid, return receipt requested to the parties at their respective addresses set forth herein. Notice shall be complete upon receipt. Either party can change its address for the purpose of receiving notice hereunder by providing written notice thereof in the manner specified herein.

- a) Notice Address: as designated in this contract.
- b) This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives, and assigns.
- c) This agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which is taken together constitutes one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is effective as executing and delivering this agreement in the presence of the other parties to this Agreement.
- d) No course of dealing or failure of either party to strictly enforce any term, right or condition of this agreement shall be construed as a modification or waiver of such term, right or condition. No waiver of breach of any provision of this Agreement on any occasion shall be construed to be a waiver of any subsequent breach of the same or any other provision hereof.
- e) If any provision or part hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such provision or part hereof shall be construed so as to render it enforceable to the extent feasible. If no such feasible interpretation would save such provision or part thereof, it shall be severed here from, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect until such severance affects such material change as to render the Agreement unreasonable.
- f) The parties agree that this Agreement represents a negotiated Agreement with input from both parties and no presumption shall arise with regard to drafting this Agreement.
- g) The representations, warranties, covenants, and indemnification of the parties contained herein shall survive the termination of this agreement.

ACCEPTANCE: By signing the below, CLIENT accepts this agreement subject to the terms and conditions of all four (4) pages of this contract.

Pinnacle Security Access Solutions, LLC	River Wilderness of Bradenton Foundation, Inc
Print Name: Craig A. Smith Title: Managing Partner Signature:  Date: September 14, 2024	Print Name: Linda Van Dillen Title: Board President Signature: _____ Date: <u>SEPTEMBER 16, 2024</u>