CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT

MIAMI-DADE COUNTY

REGULAR BOARD MEETING

NOVEMBER 2, 2026

6:45 P.M.

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.caribepalmcdd.org
786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT
Silver Palms Mailbox Kiosk
23020 SW 113th Passage
Miami, Florida 33170
REGULAR BOARD MEETING
November 2, 2026
6:45 p.m.

A. Call to Order
B. Proof of Publication……Page 1
C. Establish Quorum
D. Additions or Deletions to Agenda
E. Comments from the Public for Items Not on the Agenda
F. Approval of Minutes
    1. October 5, 2026 Regular Board Meeting…….....Page 3
G. Old Business
    1. Update Regarding Security Cameras …….....Page 6
H. New Business
    1. Discussion Regarding Security Rover Proposals
    2. Discussion Regarding Internet Upgrade
I. Administrative & Operational Matters
J. Board Member & Staff Closing Comments
K. Adjourn

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57935	IPL0375814	Legal Ad - IPL0375814	Fiscal Year 2026/2027 Meeting Schedul	2.0	112.0L

ATTENTION: Caribe Palm Community Development District IP
2501A Burns Road
Palm Beach Gardens, FL 33410
larcher@sdsinc.org

CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2026/2027 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the **Caribe Palm Community Development District** will hold Regular Meetings in the Silver Palms Mailbox Kiosk located at 23020 SW 113th Passage, Miami, Florida 33170, at **6:45 p.m.** on the following dates:

October 5, 2026
November 2, 2026
December 7, 2026
February 1, 2027
March 1, 2027
April 5, 2027
May 3, 2027
June 7, 2027
July 5, 2027
August 2, 2027

The purpose of the meetings is to conduct any business coming before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3667 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-313-3667 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

CARIBE PALM community development district

www.caribepalmcdd.org

PUBLISH: MIAMI herald 09/25/26
IPL0375814
Sep 25 2026

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The The Miami Herald, a newspaper published in MIami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print In the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
09/25/26 Print

Print Tearsheet Link

Marketplace Link

Amanda Rodela

Sworn to and subscribed before me on Sep 25, 2026, 11:05 AM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2026/2027 REGULAR MEETING SCHEDULE

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CARIBE PALM community development district

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PUBLISH: MIAMI herald 09/25/26
IPL0375814
Sep 25 2026

CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 5, 2026

A. CALL TO ORDER

The Regular Board Meeting of the Caribe Palm Community Development District (the "District") was called to order by District Manager Pablo Jerez at 6:57 p.m. at the Silver Palms Mailbox Kiosk, 23020 SW 113th Passage, Miami, Florida 33170.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Fiscal Year 2026/2027 Regular Meeting Schedule, including the Regular Board Meeting, had been published in the Miami Herald on September 25, 2026, as legally required.

C. ESTABLISH QUORUM

It was determined that the attendance of Chairperson Madeline Martin, Vice Chairperson Merlin Nicieza and Supervisors Hery Morales, Carmen Maseda (who attended via teleconference) and Robert Cuenca constituted a quorum and it was in order to proceed with the meeting.

Staff present: District Manager Pablo Jerez of Special District Services, Inc.

Also in attendance were Ms. Alicen Gonzalez, Miami, Florida; and Mr. Alejandro Reutlinger, Miami, Florida.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. September 21, 2026, Special Board Meeting

Mr. Jerez presented the minutes of the September 21, 2026, Special Board Meeting and asked if there were any comments and/or changes. There being no changes, a **motion** was made by Ms. Martin, seconded by Ms. Maseda and unanimously approved approving the minutes of the September 21, 2026, Special Board Meeting, as presented.

G. OLD BUSINESS

1. Update Regarding Holiday Lighting

Mr. Jerez presented the proposal from YS Lighting Services in the amount of $18,475.95 for the District's holiday lighting. A discussion ensued after which; a **motion** was made by Ms. Martin,

seconded by Mr. Morales approving the proposal from YS Lighting Services in the amount of $18,475.95, as presented. The motion passed 3 to 2 with Mr. Cuenca and Ms. Maseda dissenting.

The Board requested that the holiday lighting be installed by the first week of November. Mr. Jerez acknowledged the request and advised that he would inform YS Lighting Services.

H. NEW BUSINESS

1. Consider Resolution No. 2026-04 – Adopting Fiscal Year 2025/2026 Amended Budget

Mr. Jerez presented Resolution No. 2026-04, entitled:

RESOLUTION NO. 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2025/2026 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Jerez read the title of the resolution into the record and presented the amended budget for Fiscal Year 2025/2026. A discussion ensued after which; a **motion** was made by Ms. Maseda, seconded by Ms. Martin and unanimously passed to approve and adopt Resolution No. 2026-04, as presented.

2. Consider Resolution No. 2026-05 – Goals and Objectives Annual Report

Mr. Jerez presented Resolution No. 2026-05, entitled:

RESOLUTION NO. 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Jerez read the title of the resolution into the record. A discussion ensued in which Mr. Jerez explained the District's goals and objectives and advised that the District had met its goals.

A **motion** was made by Mr. Morales, seconded by Ms. Maseda and unanimously passed accepting Resolution No. 2026-05, as presented, adopting the Caribe Palm Community Development District's Goals and Objectives Annual Report, and further adopting the same goals and objectives for fiscal year 2026/2027.

3. Consider Approval of Security Camera Maintenance Proposal

Mr. Reutlinger presented his proposal from WAR Entertainment in the amount of $3,290.00 for the repair and upgrade of the District's security camera system. A discussion ensued after which;

A **motion** was made by Ms. Martin, seconded by Ms. Maseda and unanimously passed approving the proposal from WAR Entertainment in the amount of $3,290.00, as presented.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

There were no administrative or operational matters to come before the Board.

J. BOARD MEMBERS & STAFF CLOSING COMMENTS

Mr. Morales requested that District staff seek proposals for a security rover for eight (8) hours per day (four (4) hours in the morning and four (4) hours overnight). District staff acknowledged the request and advised that proposals would be presented at the next meeting.

Ms. Nicieza requested that District staff look into changing the District's internet service provider from Comcast to AT&T. District staff acknowledged the request and advised that internet service proposals would be presented at the next meeting.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Morales, seconded by Ms. Maseda and unanimously passed to adjourn the Regular Board Meeting at 8:23 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson/Vice Chairperson

Delta Five Security - Proposed budget for Caribe Palm CDD - 112 hrs per week

Post Type	Hourly Rate	Weekly Hours	Monthly Cost	Yearly Cost	Sales Tax 7%	Total Cost
Unarmed Security Officer	$21.50	112	$10,434.67	$125,216.00	$0.00	$125,216.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00
Estimated Cost of Holidays			$100.33	$1,204.00	$0.00	$1,204.00
Sub-Totals		**112**	**$10,535.00**	**$126,420.00**	**$0.00**	**$126,420.00**

Vehicle Type	Number of Units	Monthly Cost per Unit	Total Monthly Cost of Vehicles	Annual Cost of Vehicles	Veh Sales Tax of 7%	Total Cost of Vehicles
Electric Golf Carts	0	$0.00	$0.00	$0.00	$0.00	$0.00
Patrol Vehicles	1	$950.00	$950.00	$11,400.00	$0.00	$11,400.00
Bicycles	0	$0.00	$0.00	$0.00	$0.00	$0.00
Client pays the actual cost of fuel + 5% fee or provides fueling options at client's expense. **Estimated yearly cost of fuel:**						$3,000.00
	Proposed Annual Security Budget			**137,820.00**	**0.00**	**140,820.00**

Number of units in complex	**296**
Monthly cost per unit	**$39.65**
Annual cost per unit	**$475.74**

Includes GPS tracking and reporting software and devices
Supervision and Inspections
Assigned Account Manager

** This proposed budget is an estimate of costs. The actual cost could vary due to a client requesting an increase or decrease in the number of hours worked or the number of vehicles or holidays worked at the holiday rate specified in the contract.

PROPOSAL FOR SECURITY ROVER PATROL SERVICES

Caribe Palm Community Development District

23020 SW 113 Passage, Miami, FL 33170

Prepared for:

Board of Supervisors
Caribe Palm Community Development District
Miami-Dade County, Florida

Prepared by:

Maverick Security Services, LLC
12250 SW 132 Court, Suite 108
Miami, FL 33186
Phone: 786-770-0621
Email: info@mavericksecurity.org
Website: www.mavericksecurityinc.com

Proposal Date: October 20, 2026

Letter of Transmittal

Dear Members of the Board of Supervisors:

Maverick Security Services, LLC is pleased to submit this proposal for security rover patrol services for the Caribe Palm Community Development District. We understand the District's interest in establishing reliable early morning and overnight patrol coverage to enhance the safety and security of residents, common areas, and amenities within the community.

As a South Florida-based security firm specializing in residential and community development district protection, we bring local knowledge, proven operational systems, and a commitment to transparent communication. Our four-tier management structure and real-time reporting tools ensure accountability and responsiveness tailored to the unique needs of communities like Caribe Palm.

We appreciate the opportunity to present this proposal and welcome the chance to discuss how Maverick Security can support the District's security objectives. Please contact us at 786-770-0621 or info@mavericksecurity.org with any questions.

Respectfully submitted,
Maverick Security Services, LLC

Company Overview

Maverick Security Services, LLC is a licensed Class "B" security agency based in Miami, Florida, serving residential communities, Community Development Districts, HOAs, and commercial clients throughout Miami-Dade and Broward Counties. Our team brings extensive combined experience in law enforcement, military, private security, and community protection services.

We differentiate ourselves through:

- A four-tier management system (Onsite Lead, Road Supervisor, Account Manager, and Director of Operations) available 24/7

- Transparent 24/7 communication systems giving clients direct access to onsite personnel
- Accountability measures, including progressive systems that hold officers responsible for performance
- Personalized service plans designed around each client's specific needs and community layout
- Local expertise in South Florida residential communities and CDD environments

Our mission is to deliver efficient, high-quality security services while maintaining open lines of communication and measurable accountability.

Understanding of the District's Needs

Caribe Palm CDD is a residential community of approximately 39 acres containing single-family homes and townhomes. The District seeks professional security rover patrol services covering two daily shifts to provide a visible deterrent and responsive presence during early morning and overnight hours when traditional activity is lower and vulnerability may be higher.

The requested coverage windows are:

- Early Morning Shift: Approximately 6:00/7:00 AM to 10:00/11:00 AM
- Overnight Shift: Approximately 11:00 PM to 3:00 AM or 12:00 AM to 4:00 AM

These shifts align with typical periods of reduced natural surveillance and increased risk for property-related incidents in residential communities.

Proposed Scope of Services

Maverick Security proposes dedicated rover (mobile) patrol services utilizing a licensed security officer and a fully insured patrol vehicle. The officer will conduct regular patrols of the community, focusing on deterrence, observation, and rapid response to observed issues.

Primary Duties

- Conduct continuous mobile patrols of the community roadways, parking areas, common areas, amenities, and perimeter during scheduled shifts
- Perform visual inspections of entrances, mail kiosk area, recreational facilities, and other District-owned or maintained property
- Observe for and document suspicious activity, trespassing, vandalism, illegal dumping, parking violations, or other incidents
- Provide a visible security presence to deter criminal and nuisance activity
- Respond to and report incidents in accordance with District protocols and Florida law
- Coordinate with District management and, when appropriate, Miami-Dade law enforcement
- Complete daily activity reports and incident reports via online reporting software
- Maintain professional appearance, uniform standards, and courteous interaction with residents

Service Schedule Options

We propose the following flexible shift structures. Final times can be refined based on District preference and observed activity patterns:

Shift	Option A	Option B
Morning	6:00 AM – 10:00 AM	7:00 AM – 11:00 AM
Overnight	11:00 PM – 3:00 AM	12:00 AM – 4:00 AM
Daily Hours	8 hours	8 hours

Coverage is proposed seven (7) days per week. Shift times and durations can be adjusted within the District's stated windows upon mutual agreement. Additional hours or special event coverage can be arranged as needed.

Personnel Qualifications

All security officers assigned to Caribe Palm CDD will meet or exceed the following standards:

- Valid Florida Class "D" Security Officer License issued by the Florida Department of Agriculture and Consumer Services (FDACS)
- Minimum of 40 hours of state-approved professional security training
- Clean criminal background and drug screening as required by Florida law and company policy
- Training in patrol techniques, observation and reporting, customer service, and emergency procedures
- Professional uniform and identification while on duty
- Supervised under Maverick's four-tier management system with regular field inspections

Officers are trained to be both visible deterrents and professional representatives of the District when interacting with residents.

Vehicle and Equipment

A dedicated patrol vehicle will be assigned to the account. The monthly vehicle cost of $1,000 includes:

- Full coverage insurance
- Routine maintenance and repairs
- Fuel (or fuel allowance as applicable)
- Appropriate markings or identification as agreed with the District

The officer will also be equipped with a company cell phone and access to online reporting software.

Reporting and Technology

Maverick Security utilizes online reporting software that allows the District to receive:

- Daily activity reports (DARs) documenting patrols, observations, and any incidents
- Real-time or near-real-time incident notifications
- Access to historical reports for Board meetings or records
- Transparent documentation of officer activity

The $100 monthly fee covers the reporting software platform and the dedicated cell phone used by the officer for communication and reporting.

Pricing Proposal

The following pricing structure is based on the information provided. All rates are subject to a formal service agreement.

Item	Rate	Notes
Security Officer (Class D)	$21.15 / hour	Billed for scheduled hours
Patrol Vehicle	$1,000 / month	Includes maintenance & full coverage insurance

Item	Rate	Notes
Online Reporting Software & Cell Phone	$100 / month	Platform access & communication

Estimated Monthly Cost (based on 8 hours/day, 7 days/week ≈ 242.5 hours/month):

Security Officer Hours (approx. 242.5 hrs × $21.15)	$5,129
Vehicle	$1,000
Software & Phone	$100
Estimated Total Monthly Investment	**$6,229**

Note: The above is an estimate based on average monthly hours (using 4.33 weeks). Actual billing will reflect the exact scheduled hours agreed upon in the service contract. Overtime, holiday, or additional hours will be billed at the applicable rate. No sales tax is included; applicable taxes will be added if required.

Terms and Conditions

- Service will commence upon execution of a formal service agreement and District Board approval as required.
- Invoices will be issued monthly and are due net 30 days unless otherwise agreed.
- Maverick Security maintains all required insurance coverages, including general liability and workers' compensation. Certificates of insurance will be provided upon request.
- Either party may terminate the agreement with written notice as specified in the contract (typically 30 days).
- This proposal is valid for 60 days from the date of issuance.

Next Steps

We are prepared to schedule a site visit to better understand the community layout, identify key patrol points, and refine the service plan with District management. Upon Board direction, we can prepare a formal service agreement for review.

Thank you for the opportunity to submit this proposal. We look forward to the possibility of serving the residents of Caribe Palm CDD.

Contact Information

Maverick Security Services, LLC
12250 SW 132 Court, Suite 108
Miami, FL 33186
Phone: 786-770-0621
Email: info@mavericksecurity.org
Website: www.mavericksecurityinc.com

REGIONS SECURITY
"Ensuring A Safer Tomorrow"

1100 NW 72nd Ave
Miami, Florida 33126
Website: www.RegionsSecurity.us

Tel: (305) 517-1266
Fax: (305) 517-1267
Tel: (877) 505-7774

Financial Consideration Agreement

Account Information	Site Information
Caribe Palm Community Development District c/o Special District Services 2501 Burns Rd Palm Beach Gardens, FL 33410 Attention: Pablo Jerez, District Manager Cellular: (786) 413-7150 E-mail: pjerez@sdsinc.org	Caribe Palm CDD 23020 SW 113 Passage Miami, FL 33170

Security Services Pricing

Description	Quantity	Billing Rate
Unarmed Security Officer Class "D" Security Licensed in accordance with the Florida Department of Agriculture and Consumer Services Division of Licensing, unarmed, proven customer service skills, and strong communication skills. Rover Schedule: Monday-Sunday 8 Hours Per Day **Estimated Cost: Monthly $6,147.35, Annually $73,768.25**	**56** **Weekly Hours**	**$23.48** **Per Hour**
Patrol Vehicle (Gas) – Initial here if approved: _____ One (1) officially marked patrol vehicle displaying the company logo for use by security personnel while patrolling the property. The client must provide a secure location to store the vehicle. Client will be billed separately for fuel consumption. One-year contract required.  **Estimated Cost: Monthly $1,506.91, Annually $18,083.00** **Estimated Fuel: Monthly $364.00, Annually $4,368.00**	**1**	**$325.00** **Per Week**
Security Golf Cart – Initial here if approved: _____ Electric security golf cart displaying the company logo for use by security personnel while patrolling the property. The client must provide a secure location for golf cart storage and charging. One-year contract required.  **Estimated Cost: Monthly $440.49, Annually $5,285.80**	**1**	**$95.00** **Per Week**

Commencement Date: **Expiration Date:**

Agreed To and Accepted By:

Client Representative Signature: _____ Date: _____

Client Representative Name: _____ Title: _____

REGIONS SECURITY
"Ensuring A Safer Tomorrow"

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Miami, Florida 33126
Website: www.RegionsSecurity.us

Tel: (305) 517-1266
Fax: (305) 517-1267
Tel: (877) 505-7774

Added Values Included at No Additional Cost

Gate Damage Investigation



We offer complimentary gate damage investigation as part of our value-added services. This includes documenting the incident, filing official reports with local law enforcement, and submitting claims to the responsible party's auto insurance carrier. Our goal is to streamline the process for property managers and reduce out-of-pocket costs for gate repairs whenever possible. Note: Client must provide remote access to their existing camera system.

Mobile Reporting & Communication Technology



One (1) technology device equipped with dedicated phone lines and GPS tracking, providing real-time incident and shift activity reporting. All reports are electronically distributed to the Client via email and remain accessible through the Client Portal for convenient review and recordkeeping.

Guard Tour System (if applicable)



A guard tour system shall be utilized to monitor and document patrol activity. Strategically placed checkpoints will verify the time and location of security personnel inspections, helping ensure assigned patrols are completed as required.

Body-Worn Camera System (if applicable)



Body-worn cameras shall be utilized by security personnel to document incidents, interactions, and security-related activities, providing an additional level of accountability and supporting incident reporting and review.

Parking Compliance System and Warning Notices (if applicable)



A parking violation tracking system and Warning Notices shall be provided to document and monitor parking violations in accordance with the property's Rules and Regulations while patrolling common areas.

Comprehensive Post Order Development and Semiannual Post-Specific Training



Post Orders shall be developed and updated as per the client's needs. Traiing shall be provided to security personnel as needed or as required.

24/7 Dispatch Communication Center and Field Supervision

Client and security personnel can contact our Dispatch Communication Center 24 hours a day 7 days a week for assistance. Field Supervisors are assigned to inspect the property and security personnel on a random basis.

Added Values: At no additional cost to the client, Added Values shall be provided. Additional services not described herein shall be addressed and approved or disapproved in writing.

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Tel: (877) 505-7774

Security Guard Management System



Added Values: At no additional cost to the client, Added Values shall be provided. Additional services not described herein shall be addressed and approved or disapproved in writing.

Security Services Agreement
Terms & Conditions

This agreement (this "Agreement") entered into as of this _____ day of _____ 2026 by and between REGIONS SECURITY SERVICES, INC. "AGENCY" a corporation formed under the laws of the State of Florida, having its principal office at 1100 NW 72nd Ave, Miami, 33126; and "CLIENT", as described on the Financial Consideration Agreement No. 0892026 (hereinafter "FCA").

WHEREAS, AGENCY is engaged in the business of providing various types and classifications of Security Services:

And WHEREAS, CLIENT desires to hire AGENCY to provide security services, as hereinafter described and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises herein contained and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree to the terms and conditions set forth herein, which CLIENT has read and accepted.

1. SECURITY SERVICES:

a. During the term of this Agreement, CLIENT hereby hires and agrees to use, on an exclusive basis, and AGENCY hereby agrees to provide CLIENT, the security services described on the FCA to this Agreement.

b. The number of security personnel, manned posts, their location, and the hours and nature of the security duties may be varied at the CLIENT'S request to meet CLIENT'S requirements: provided however, that any variations or amendments from the FCA shall be in writing and signed by both parties in order to be effective.

c. Security personnel shall perform such security services as the CLIENT may request in writing from time to time, so long as approved by AGENCY in writing. All security personnel shall be and remain employees of AGENCY, which is an independent contractor of CLIENT. The payment of wages, federal and state taxes, social security, and unemployment compensation taxes shall be the sole function and responsibility of AGENCY. AGENCY may utilize the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement.

d. CLIENT acknowledges that the degree and amount of security services provided by AGENCY are based upon the desires and directions provided by CLIENT; and that additional services are available at additional cost. CLIENT acknowledges that the furnishing of security services provided for herein by AGENCY does not guarantee protection against all contingencies. AGENCY shall have no obligation to suggest or recommend additional services to CLIENT; and any suggestions or recommendations made by AGENCY shall not constitute or be deemed an acknowledgment that the level or type of services being provided under this Agreement are not sufficient or adequate for the task required.

e. In the event AGENCY provides service to any additional locations of CLIENT after the date of this Agreement, whether or not specifically enumerated on the FCA, CLIENT shall be bound by all of the terms and conditions, including rates, set forth herein.

f. AGENCY shall furnish properly equipped security personnel to perform security services at the CLIENT'S installations located as stated on the FCA.

CLIENT Representative Signature: _____ Date: _____

g. AGENCY agrees that the security services covered by this Agreement shall be performed in accord with accepted security practices and standards. AGENCY further agrees that upon request by the CLIENT, it will reassign any of its employees who in the opinion of the CLIENT are not satisfactory.

h. Security personnel shall perform all duties in accordance with written instructions as agreed upon between the CLIENT and AGENCY which shall be set forth in FCA, attached hereto and made a part or this Agreement.

2. TERM:

a. Services furnished by AGENCY shall commence on the COMMENCEMENT DATE stated on the FCA and shall continue for one (1) year unless this Agreement expires or is terminated in accordance with the terms hereof.

b. This Agreement is for a specific term that is, with a fixed COMMENCEMENT DATE and an EXPIRATION DATE stated on the FCA:

i. This Agreement may be canceled by either party with cause, which shall require thirty (30) days' prior written notice delivered in accordance with paragraph 7 below.

ii. This Agreement shall renew for successive like terms, subject to all terms and provisions of this Agreement, unless CLIENT shall give no less than sixty (60) days' prior written notice in accordance with paragraph 7 below of its intention that this Agreement not be renewed.

iii. In the event CLIENT terminates this Agreement without the required notice (a "Termination Breach"), CLIENT shall pay to AGENCY an amount equal to the aggregate amount invoiced by AGENCY to CLIENT for the ninety (90) day period immediately preceding the termination date, which sum shall constitute "Liquidated Damages." The undersigned parties intend that the Liquidated Damages constitute compensation, and not a penalty. Furthermore, the undersigned parties acknowledge and agree that AGENCY's harm caused by the Termination Breach would be impossible or very difficult to accurately estimate at the time of contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Termination Breach. CLIENT's payment of the Liquidated Damages shall be CLIENT's sole liability and entire obligation and AGENCY's exclusive remedy in the event of a Termination Breach.

c. In the event CLIENT determines that cause exists for the termination of this Agreement, CLIENT shall give written notice to AGENCY in the manner specified in paragraph 7, below stating with particularity the alleged "cause". AGENCY shall then have a period of fifteen (15) business days from the receipt of such notice to cure to CLIENTS reasonable satisfaction, failing which CLIENT may elect to terminate this Agreement.

d. In addition to all other rights and remedies available to AGENCY pursuant to this Agreement or by law, AGENCY shall have the right to terminate this Agreement if CLIENT fails to pay any amount when due hereunder and such failure continues for ten (10) consecutive days after CLIENT'S receipt of written notice of nonpayment; provided, however, that the preceding notice and cure requirements imposed on AGENCY shall cease to apply, and AGENCY may terminate this Agreement without prior notice or cure period, in the event that CLIENT fails to pay any amount when due hereunder more than three (3) times in any twelve (12) month period.

3. RATES:

a. CLIENT shall pay to AGENCY the base rates set forth on the FCA for the services enumerated therein.

b. There shall be five (5%) percent increase as to all billing rates for services provided effective on January 1st of each calendar year.

c. Billing rates are subject to applicable sales and use tax rates.

d. Services provided on holidays shall be billed at a rate of time and one half of the standard billing rates on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

e. Additional service requests requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates. All hours over forty hours worked by an employee, specifically requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates.

f. AGENCY shall invoice biweekly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 15th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5% per month, but in no event to exceed the maximum lawful rate.

g. In the event of any change in any law, regulation, ruling, or other such mandate, after the execution of this Agreement, by any authority having restriction over the subject matter, which alters the hours of service, rates of day, working conditions, or cost of performing the service herein provided for, CLIENT agrees that this Agreement shall be automatically subject to change to take into account such increased cost factors.

h. In the event that AGENCY becomes subject to any additional charges, taxes, fees, or costs relating directly or indirectly to the performance of security services, or on account of the location, character, nature or other aspect of CLIENT'S operations or locations, then such additional charges, taxes, fees, or costs, shall be considered "pass through" expenses and CLIENT shall be liable for its reasonably allocable share of same in addition to all other rates and charges stated herein, and said "pass through" expenses shall be paid by CLIENT as invoiced by AGENCY. If such "pass through" expenses can be computed on the basis of hours of services performed, then the Base Rates, Overtime Rates, and Holiday Rates otherwise stated shall be adjusted accordingly. CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.

i. Should a condition arise which calls for a substantial increase in the number of security personnel normally used to service CLIENT, AGENCY shall have a reasonable time in which to provide such security personnel. In such event, or in the event of a strike, walk-out, slow-down or other labor dispute or difficulty, whether approved by a labor agreement or not, CLIENT and AGENCY agree to negotiate a change in the rates charged CLIENT during the pendency of such condition.

j. In the event AGENCY experiences an increase in its cost resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by AGENCY hereunder or by or in respect of AGENCY to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or worker's compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by AGENCY pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage

increase in AGENCY'S costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. AGENCY will provide CLIENT notice of such change in the Billing Rates. Notwithstanding anything contained in this paragraph to the contrary, AGENCY may pass through the costs set forth in sub-clauses (1) – (4) of this paragraph to Client as incurred or accrued and CLIENT shall pay AGENCY for such costs. "Healthcare Reform Legislation Costs" shall mean the cost incurred by AGENCY in respect of the employee medical, welfare and other benefit requirements under the Patient Protection and Affordable Care Act of 2010 and related statutes and regulations (as amended hereafter, the "Act"). CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.

4. LIABILITY AND CLAIMS; INSURANCE:

a. It is agreed and understood that AGENCY is not an insurer of property or persons guarded. AGENCY makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.

b. In no event shall AGENCY be liable to CLIENT for any claim other than one which arises during the performance of services under this Agreement and which is caused by the gross negligence or intentional misconduct of AGENCY, its employees or agents, and in no event shall AGENCY be liable for any claim caused, directly or indirectly, or in whole or in part, by the acts or omissions of CLIENT or third parties, or their respective employees or agents, or for consequential or incidental damages or loss of profits.

c. In the event of any claim for which AGENCY is liable, CLIENT agrees that AGENCY liability shall be limited to an amount not to exceed the maximum general liability policy limit required to be carried by AGENCY pursuant to paragraph 4(k) of this Agreement. The limitation of liability set forth in this paragraph 4(c) shall not apply to (i) liability resulting from AGENCY'S gross negligence or willful misconduct and (ii) death or serious bodily injury resulting from AGENCY'S acts or omissions.

d. The services provided under this Agreement are solely for the benefit of CLIENT and neither this Agreement nor any services rendered hereunder confer any rights on any other party as third-party beneficiary, or otherwise.

e. Each party to this Agreement shall defend indemnify and hold harmless the other party, and its officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a party's gross negligence or willful misconduct in performing any of its duties and obligations under this Agreement or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this Agreement.

f. CLIENT shall give written notice to AGENCY, by registered or certified mail, return receipt requested, of a claim or potential claim arising out of or relating to this Agreement, or the services provided by AGENCY hereunder, within thirty (30) days following the date on which CLIENT knew or should have known of the existence of such claim or potential claim. Such notice shall contain sufficient information as to the time, place, date, nature and extent of the incident giving rise to such claim or potential claim as will enable AGENCY to be properly advised and make a reasonable assessment thereof. Such written notice shall be addressed to the president of AGENCY at the address of AGENCY prescribed in paragraph 7 below.

g. CLIENT shall provide reasonable cooperation to AGENCY and to such insurer(s) as AGENCY may designate in order that the claim or potential claim may be fully investigated and evaluated by such insurer(s) CLIENT acknowledges that any failure to provide such cooperation may result in the denial of its claim.

h. No actions, suits, or proceedings to recover any claim arising out of or relating to this Agreement or the services provided by AGENCY shall or may be brought against AGENCY by CLIENT or by any person or party deriving rights or claiming through CLIENT unless written notice of such claim was given to AGENCY in the manner and form set forth in this paragraph 4.

i. Subject only to the second sentence of this paragraph 4(i), the undersigned parties hereby agree to perform their respective duties and obligations under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by the other party whether under this Agreement, applicable law or otherwise and whether relating to the other party's breach or otherwise. The foregoing waiver shall not apply to money damages awarded to a party in a final, non-appealable judgment entered against the other party.

j. IF CLIENT agrees security personnel to operate any vehicle during the course or their duties, other than personal vehicle belonging to security personnel or one supplied by AGENCY, CLIENT agrees to indemnify and defend AGENCY against any claims, loses or other expenses that may arise from the use of said vehicle.

k. AGENCY shall, at its own expense, maintain and carry commercial general liability insurance, workers compensation liability insurance and automobile liability insurance in full force and effect in a sum of no less than One Million Dollars ($1,000,000) per occurrence with a financially sound and reputable insurer. Upon CLIENT'S request, AGENCY shall provide CLIENT with a certificate of insurance from AGENCY'S insurer evidencing the insurance coverage specified in this paragraph 4(k). The certificate of insurance shall name CLIENT as an additional insured. AGENCY shall provide CLIENT with 15 days' advance written notice in the event of a cancellation or material change in AGENCY'S insurance policy.

5. HAZARDOUS OR DEFECTIVE CONDITIONS/ MATERIALS:

a. CLIENT agrees to comply with all safety or health-related laws, or government requirements, including but not limited to, all OSHA requirements, including Hazard Communication Standards, and will indemnify and hold AGENCY harmless from all claims and liabilities, including injuries to AGENCY personnel, including employees or agents, arising out of a condition existing at CLIENT'S premises, or CLIENT'S violation of any such laws or requirements.

b. CLIENT further agrees to: (i) make available to AGENCY the Material Safety Data Sheet (MSDS) for each hazardous chemical to which AGENCY personnel may be exposed at CLIENT'S premises: and (ii) inform AGENCY of: (a) precautionary measure that need to be taken to protect AGENCY personnel, and (b) CLIENT'S hazardous material labeling system.

6. PROHIBITION AGAINST SOLICITATION AND/OR EMPLOYMENT OF REGIONS' PERSONNEL: It is hereby acknowledged and agreed by the parties that AGENCY is not an employment agency, and that AGENCY has made a substantial investment in its employees. Therefore CLIENT covenants and agrees that (i) during the term, or any extension, of this Agreement, and for a period of one (1) year after its expiration or termination, CLIENT shall not, under any circumstances whatsoever, directly or indirectly through an affiliate, contractor (including, but not limited to, other security firms or agencies) or other agent, solicit for employment or hiring, or employ or engage as an independent contractor, any current or former employee of AGENCY or AGENCY'S successor or assign, (ii) the damages resulting from CLIENT'S breach of the foregoing covenant will not be readily ascertainable and (iii) in the event CLIENT shall violate, or cause or permit the violation of, the restriction and prohibition in clause (i) above, it is expressly agreed that liquidated damages in the amount of $8,000 for each such AGENCY employee or former employee shall be due and payable to AGENCY on account of its investment in the recruitment, testing, training and supervision of such employees. Notwithstanding the foregoing, in the event that AGENCY shall employ any of CLIENT'S personnel, such personnel will be exempt from this provision.

CLIENT Representative Signature: _____ Date: _____

7. NOTICES:

a. Except as otherwise provided in paragraph 4 of this Agreement, all notices, request, demands and other communications required or contemplated herein shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the receiving party to the attention of its president at the address set forth in the preface to this Agreement (if to AGENCY) or the first page of the FCA (if to CLIENT), or to the following fax numbers or e-mail addresses (or at such other address, fax number or e-mail address for a party as shall be specified in a notice given in accordance with this paragraph 7(a)):

AGENCY	CLIENT
Fax: (305) 517-1267	Fax: _____
E-mail: crivero@RegionsSecurity.us	E-mail: _____

b. CLIENT shall give written notice to AGENCY not less than thirty (30) days prior to the intended sale or disposition, in any manner, of the CLIENT, its business, or of the facility or property which is the subject of this Agreement. In the event of any action or other litigation or proceeding which may have the effect of impacting adversely upon the CLIENT or its business including but not limited to, a foreclosure action, receivership or bankruptcy proceeding, CLIENT shall give notice to AGENCY immediately upon the occurrence or upon CLIENT first becoming aware of such occurrence.

8. ATTORNEYS FEES: In the event it shall become necessary for AGENCY to refer any amounts due from CLIENT to an attorney for collection, or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other all costs of collection and/or enforcement, including reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action at all levels, including appeal.

9. BINDING EFFECT:

a. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective representatives, successors, heirs and assigns.

b. In the event of any sale or other disposition of the CLIENT or of the premises or property which is the subject of this Agreement, then in that event, the transferee shall be and shall remain responsible for any obligations or CLIENT outstanding as of the date of transfer, and for all terms and provisions of this Agreement.

10. RECORDING: At the option of AGENCY, this Agreement may be recorded in the county in which the real estate being protected is situated, and shall thereupon effect a lien upon the said real estate in favor of AGENCY to the extent of any obligations owed under this Agreement, whether then owed or subsequently accruing, including but not limited to, interest, late charges, reasonable attorneys' fees, and costs of suit.

11. SEVERABILITY: If any provision of this Agreement or the application of any provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect or for any reason, the Invalidity, illegality, or unenforceability shall not affect any other provision and the remainder of this Agreement shall continue to be binding and in full force and effect, and shall be construed as if the invalid illegal or unenforceable provision had never been contained in it.

CLIENT Representative Signature: _____ Date: _____

12. **MATERIALITY:** All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied upon by each party to this Agreement.

13. **ENTIRE AGREEMENT:** This written Agreement, together with the FCA, contains the sole and entire agreement between the parties, and all prior agreements, understandings and statements, oral or written, are merged into this Agreement.

14. **MODIFICATION:**

    a. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless the parties mutually agree in writing.

    b. AGENCY sales personnel are not authorized to sign, change, or amend this Agreement neither this Agreement, nor any modification thereto, shall become binding upon AGENCY until executed by an authorized manager or corporate officer of AGENCY.

15. **GOVERNING LAW:** This Agreement and the performance hereunder, and all suits and actions hereunder, shall be construed in accordance with the laws of the State of Florida. In any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

16. **VENUE:** Any legal action arising out of, in connection with, or by reason of this Agreement, or instituted to enforce this Agreement, must be instituted in a court of competent jurisdiction sitting within the geographical boundaries of Miami-Dade County, Florida, to the jurisdiction of which the parties hereby consent.

17. **FORCE MAJEURE:** Non-performance of any duty or undertaking under this Agreement shall be excused if caused or resulting from any Act of God, force of nature, war, insurrection, civil disturbance, terrorism, strikes, governmental orders, or any other event or instrumentality beyond the control of the party whose non-performance has occurred.

18. **HEADINGS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, The parties have executed this agreement as of the date and year above written.

Agreed To and Accepted By

AGENCY Representative Name: _____ Title: _____

AGENCY Representative Signature: _____ Date: _____

Agreed To and Accepted By

CLIENT Representative Name: _____ Title: _____

CLIENT Representative Signature: _____ Date: _____