



INDEPENDENT ADMINISTRATIVE SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into as of the ___ day of _____, 202_ (hereinafter the “Effective Date”), by and between Hart Halsey LLC dba Extra Duty Solutions, with principal office at 1 Waterview Dr, Suite 101, Shelton CT 06484 (hereinafter “Company”), and The City of Riviera Beach, with principal offices at 600 W. Blue Heron Blvd., Riviera Beach FL 33404 (hereinafter “Client”).

W I T N E S S E T H:

WHEREAS, the Client desires to retain the Company to provide certain services to the Client on the terms and conditions hereinafter set forth, and the Company desires to continue to perform such services on such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Administrative Services. Subject to the terms and conditions hereof, the Client hereby engages and appoints the Company to administrate the Client’s extra duty program. This will entail:
 - I. Engaging with individuals and representatives of companies, organizations and institutions who wish to hire officers to work extra duty details (hereinafter “Customers”) via phone, website interaction or email to explain program rules and rates, vet new customers per department’s guidelines, execute the new customer process, receive requests for extra duty details, confirm extra duty details and to gather and communicate any related pertinent information and feedback.
 - II. Scheduling extra duty details with department personnel in a manner consistent with department rules. The department rules shall include, but are not limited to, approval of details by Police Chief or designee, rules

dictating which officers are permitted to work which extra duty details. Communicate as needed with department personnel to confirm detail assignment scheduling and details worked.

- III. Invoicing Customers and following-up on invoice collections in a manner agreed upon with department leadership.
- IV. Manage officer payment process in conjunction with the Client's existing pay roll process cadence. Company will either pay the Client for Officer pay or pay Client Officer's directly, as contractors to the Company, via check and/or direct deposit. The chosen method is at the discretion of the Client.
- V. Collect, from Customers, and pay to the Client within payments detailed in Section 1.IV, any Client administrative fees at a level specified by the Client.
- VI. Manage the feedback loop i.e. initiate and field feedback from customers (good and bad) then share with the appropriate parties in a timely manner
- VII. Provide department leadership with appropriate reporting and transparency into the program on an on-going basis.
- VIII. Accept all Customer credit risk and finance, at sole cost to the Company, all financing "float" costs associated with invoicing Customers. Invoice remittance timing will not affect the time of pay roll and administrative fee payments Company must pay Client under Sections 1.IV and 1.V. See appendix A for operational details.

2. Term

The term of the engagement shall commence on the Effective Date and continue month-to-month unless terminated by either party. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

3. Payment and Invoicing Terms.

In consideration for any and all services which the Company shall render to the Client pursuant to this Agreement, the Company shall charge the Customer an administration fee of 9.75%. The administration fee will be applied to any extra duty revenue including, but not limited to, officer pay, cruiser fees, K9 fees, flare fees, etc.

4. Changes

Client may, with approval of the Company, change the scope of services to be offered. Such changes shall be made in writing and accepted by the Company in writing.

5. Standard of Care

- a) The Company warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards.
- b) Manner of performance by Company
 - I. Company shall appoint a member of its staff to be the single primary responsible individual for delivering Company's services to Client under this Agreement.
 - II. Company shall keep complete and systematic records of all services purchased by Client. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by Company on behalf of Client, any financial records, procedures and such other documentation pertaining to Company's performance under this Agreement. Company shall preserve all such records for the longest of the following two periods: (i) a term of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law. In the event that a legal matter arises requiring preservation of certain records, Company shall suspend destruction of such records as requested by Client or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period, Client shall have the right to inspect, copy and audit those records identified in this Section 5.b.ii during regular business hours.
 - III. Company shall successfully complete a SERVICE ORGANIZATIONAL CONTROL (SOC) 1 type II audit on no less than a bi-annual cadence. Resulting auditor reports will be made available to Client upon request at any time.
 - IV. Company shall store any electronic information received in the performance of this agreement on servers which are housed and maintained in ISO 27001 certified and CJIS (Criminal Justice Information Services) compliant data centers.
 - V. Individuals representing the Client in the performance of services detailed in Section 1.I must be W2 employees of the Company and, collectively, be available 24/7/365.

6. Insurance.

6.1 General. Without limiting any obligations or liabilities of the Company, the Company shall purchase and maintain, at its own expense the minimum insurance coverage listed in Section 7 with insurance companies duly licensed in the Client's State (admitted insurer) with an AM Best, Inc. rating of A-X (10) or above and an equivalent qualified unlicensed insurer by the State (non-admitted insurer). Failure to maintain insurance as specified may result in termination of this Agreement at the Client's option.

6.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Client does not represent that coverage and limits will be adequate to protect the Company. The Client reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Company from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

6.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Worker's Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Client, as Additional Insured as specified under the respective coverage sections of this Agreement.

6.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Client, unless specified otherwise in this Agreement.

6.5 Primary Insurance. The Company's insurance shall be primary insurance as respects performance of subject Agreement and in the protection of the Client as an Additional Insured.

6.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

6.7 Waiver. The Commercial General Liability and Business Automobile policies shall contain a waiver of rights of recovery (subrogation) against the Client, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the Services of the Company. The Company shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement hereto.

6.8 Policy Deductibles and or Self Insured Retentions. The policies requirements set forth above may provide coverage that contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provide to the Client. The Company shall be solely responsible for any such deductible or self insured retention amount.

6.9 Use of Subcontractor. If any Services under this Agreement are subcontracted in any way, the Company shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Client and the Company. The Company shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Company shall furnish Client with Certificate(s) of Insurance, issued by Company's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Client on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Company and be sent to the appropriate Client representative. If any of the above cited policies expire during the life of this Agreement, it shall be the Company's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically Client the following provisions:

- a) The Client, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - I Commercial General Liability ISO Form CG 20 10 04 13 or equivalent.
 - II Auto Liability under ISO Form CA 20 48 or equivalent.
 - III Excess Liability Follow Form to underlying insurance.
- b) Company's insurance shall be primary insurance as respects performance of this Agreement.
- c) All Commercial General Liability, Automobile and Excess Liability policies waive rights of recovery (subrogation) against the Client, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by the Company under this Agreement.
- d) Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

7. Required Insurance Coverage

- a) Commercial General Liability Insurance. Company shall maintain "occurrence" from Commercial Liability Insurance with an limit of not less than Six Million Dollars (\$6,000,000) for each occurrence, Before this Contract is fully executed by the parties, Company shall provide the Client with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Six Million Dollars (**\$6,000,000.00**) per occurrence combined single limit bodily injury and property damage, and Seven Million Dollars (**\$7,000,000.00**) general aggregate. A combination with an excess or umbrella policy may be used to achieve limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said

policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-X or higher in AM Best's.

- b) Professional Liability Insurance. Company shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Company, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an liability insurance limit of Three Million Dollars (**\$3,000,000**) each claims and Three Million Dollars (**\$3,000,000**) aggregate all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher by AM Best. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance's evidencing proper coverage is in effect as required above.
- c) Data Breach and Privacy Security. Company shall maintain first party data breach coverage, with third party privacy liability and third party network security liability covered. Policy will cover regulatory defense, fines and penalties, compensatory awards, PCI fines, penalties and assessments, computer forensics, notification costs and credit or ID protection costs with a limit of One Million Dollars (**\$1,000,000**) per occurrence and aggregate.
- d) Employee Theft. Company shall maintain employee theft coverage including protection against forgery and alteration, inside and outside premises loss, computer funds transfer loss and theft of customer property. Policy coverage in include theft of monies owed to Client for employee payroll, Client extra duty administrative fees and Client cruiser fees. Liability limit shall be at least Five Hundred Thousand Dollars (**\$500,000**).
- e) Automobile Liability. Company shall maintain Business Automobile Liability Insurance with a limit of One Million Dollars (**\$1,000,000**) per occurrence on Company's owned, hired and non-owned vehicles used in the performance of the Company's Services under this Agreement. Coverage will be at least as broad as Insurance Service Office, Inc., coverage code "1" any auto policy form CA 00 01 10 13 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement. The Client, its agents, representative, officers, directors, officials and employees shall be cited as Additional Insureds under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage than the underlying insurance.
- f) Worker's Compensation Insurance. The Company shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Company's employees engaged in the performance of

Services under this Agreement and shall also maintain Employer Liability Insurance of not less than One Million Dollars (**\$1,000,000**) for each accident, One Million Dollars (**\$1,000,000**) disease for each employee and One Million Dollars (**\$1,000,000**) disease policy limit.

Select one option:

- Client employees will not be covered under the Company's worker's compensation insurance. Client shall be responsible for determining what, if any, worker's compensation coverage shall be required for officers while on extra duty and Client and/or Customer shall be responsible for obtaining and keeping in force any such worker's compensation insurance coverage that is required.
- Client employees will be covered under the Company's worker's compensation insurance which working extra duty details paid for and scheduled by the Company. Company will charge Customers an additional administration fee to cover the market rate of the worker's compensation insurance. The rate may change on an annual basis with the cost of worker's compensation insurance, and is in addition to the administration fee detailed in Section 3. The rate as of the Effective Date is 4.25%.

8. Independent Contractor

Client acknowledges that the Company is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to Client. This Agreement is not intended to, and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the Company nor its employees or agents shall look to Client for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the Client, or their respective employees or agents look to Company for the same. Neither Company nor Client shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement. Client acknowledges that its officers shall at no time be considered to be employees of Company.

9. Limitation of Liability.

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any special, indirect consequential, lost profits or punitive damages.

10. Indemnification Terms.

10.1 Indemnification. To the fullest extent permitted by law, the Company, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Client, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits damages,

losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, to the extent relating to, arising out of, or resulted from the negligent acts, errors, mistakes or omissions, of the Company, its agents, employees or any tier of Company's subcontractors related to the Services in the performance of this Agreement. Company's duty to defend, hold harmless and indemnify the Client, its agents, officers, officials and employees as set forth above shall arise only in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness disease, death or injury to, impairment, or destruction of property including loss of use of resulting therefrom.

10.2 Insurance Independence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

11. Exclusive Use of Services. The Services agreed to be provided by the Company within this Agreement are for the exclusive use of the Client and the Company shall not engage in conflict of interest nor appropriate Client work product or information for the benefit of any third party without consent of the Client. Specifically, THE COMPANY AGREES THEY HAVE NOT AND WILL NOT SIGN SUPPLIER AGREEMENTS OR INDEMNIFY EXTRA DUTY CUSTOMERS OF THE CLIENT AT ANY TIME PRIOR TO EXECUTING THIS AGREEMENT OR DURING THE LIFE OF THIS AGREEMENT.

12. Severability.

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect and the parties shall interpret this agreement, if possible, to contain a modified provision that is as nearly similar to the invalid provision in terms of intent of the parties as possible without such modified provision itself being invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

13. Survival.

Sections 2 through 12, inclusive, of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

14. Notice.

Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested, or email. Notices to the Client shall be delivered to:

The City of Riviera Beach

600 W Blue Heron Blvd., Riviera Beach, FL 33404
Attention: Nathan E. Osgood, Chief of Police
Email: nosgood@rbpublicsafety.org

Notices to the Company shall be delivered to:

Hart Halsey LLC
1 Waterview Dr, Suite 101
Shelton CT 06484
Attention: Rich Milliman
Email: RMilliman@HartHalsey.com

15. Assignment.

The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

16. Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject of the Company's engagement by the Client, as provided for herein, and supersedes any and all other understandings, negotiations or agreements relating thereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

17. Section Headings.

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

18. Choice of Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to the principles of conflicts of laws, and the venue shall be in Palm Beach County.

19. Review of Agreement

It is acknowledged that the Client has had ample opportunity to review and consider the terms of this Agreement and to review this Agreement with Client's counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that Florida law shall govern this Agreement and all matters dealt with herein, and to waive any other rights it may have, in consideration of the agreements set forth herein.

20. Counterparts.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full

right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

21. Force Majeure.

Neither party shall be responsible for delays or failures (including any delay to make progress in the prosecution of any Services) if such delay is caused by extraordinary circumstances beyond the party's control and beyond the party's ability to commercially reasonably work around. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight, embargoes, earthquakes, electrical outages, and severe weather.

22. Public Records.

The Client and the Company shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), and specifically section 119.0701, Florida Statutes, by agreeing to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the Client to keep and maintain in order to perform the services under this Contract.

(b) Provide the public with access to said public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the Client all said public records in possession of the Company upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client

23. Office of the Inspector General.

OFFICE OF THE INSPECTOR GENERAL Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Client shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Client, as well as contractors and lobbyists of the Client in

order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first set forth above.

COMPANY:

HART HALSEY LLC

By: 
Name: Rich Milliman
Title: CEO

Date: 5/26/21

CLIENT:

CITY OF RIVIERA BEACH

By: _____
Name: Ronnie L. Felder
Title: Mayor

Date: _____

By: _____
Name: Claudene L. Anthony
Title: City Clerk

Date: _____

APPENDIX A: CUSTOMER PAYMENT DETAILS

All credit-worthy customers are offered net 30 payment terms on all extra duty details. Company accepts credit risk on all such customers and finances the financial float associated with payment terms.

Company has the right to deem particular customers non-credit-worthy and require pre-payment from or credit card on file from such customers. Company agrees to not designate any customer as non-credit-worthy, which has been a weekly recurring customer, in consistent good standing, with the Client's extra duty program for at least one year.

Customers deemed to be non-credit-worthy, and customers wishing not to be invoiced for serviced rendered, will have the option of pre-paying via check, credit card, or escrow account. Company has the right to charge a processing fee for credit card transactions of 3%.

If a Customer utilizes the services of a third party billing service which charges usage fees to the Company, the Company has the right to charge those fees back to the Customer.

The Company's scheduling system within which Officers record their start and end extra duty work times within will be the book of record for Officer hours worked.