

RESOLUTION NO. _____

A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SECURITY SERVICE AGREEMENT WITH ELITE PROTECTION GROUP, LLC; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of \$35,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, the City Services Building contains over 100 City employees, and includes large departments such as Human Resources, Planning, Utilities Accounting and Finance. These departments have many visitors that utilize the building and its services. Other departments within the building include Community Development, Fire Training Unit, Legal, IT, and Construction and Building Services. The building also includes several large training/meeting rooms that often bring large groups into the building; and

WHEREAS, Elite Protection Group, LLC, 7000 Crystal Hill Road, Suite 2, North Little Rock, AR 72118, is a security company with stringent hiring procedures created by retired law enforcement officers and Army veterans, whose services the City of North Little Rock has utilized since opening the City Services Building in April 2023; and

WHEREAS, Elite Protection Group supervisors conduct inspections every week on location, communicate often with the Chief of Staff, and provide ongoing up-to-date training to its team members, They are on-site when employees both arrive and leave for the day and provide ongoing security throughout the day, inside and outside of the building, allowing those who both work at and visit City Services feel safe; and

WHEREAS, the estimated annual cost of the services is approximately Eighty Five Thousand and 00/100 Dollars (\$85,000.00); and

WHEREAS, due to the exceptional nature of the services, the City of North Little Rock believes that the required bidding procedures should be deemed not feasible or practical and, therefore, waived.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the security services provided by Elite Protection Group, LLC.

SECTION 2: That the Mayor and City Clerk are hereby authorized to enter into a Security Service Agreement (substantially similar to Exhibit A) with Elite Protection Group, LLC, with all contracts/agreements to be reviewed and approved by the City Attorney prior to execution.

SECTION 3: That the cost of the services shall be paid from Account No. 01-001-52140 (Professional Services).

SECTION 4: That the costs pursuant to the agreement shall be reviewed and approved by the City Attorney prior to execution.

SECTION 5: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 6: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

TERRY C. Hartwick
Mayor Terry C. Hartwick *by AT*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>9:45</u>	A.M.	_____	P.M.
By	<u>Amy Fields OA</u>			
DATE	<u>10-8-24</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>[Signature]</u>			

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SECURITY SERVICE AGREEMENT

This Service Agreement is made by and between the parties, City of North Little Rock. (hereinafter referred to as the "Client"), and Elite Protection Group, LLC (hereinafter referred to as "Guard Service"), and is effective on the date signed by the Client (the "Effective Date").

In consideration of the conditions and obligations enumerated below, the parties hereby agree as follows:

1. **SERVICES TO BE PROVIDED:** Guard Service shall provide properly qualified, trained and certified (if required by law or otherwise) uniformed guard protection services for the Client and for the following premises: City of North Little Rock City Services Building 700 W 29th Street, North Little Rock Ar 72114.

The specific nature of the services to be undertaken by the Guard Service include, but are not limited to, assessing Client's security needs, designing an appropriate security plan, implementing such security plan, and protecting with non-lethal, non-injurious unless armed guard is needed on the property of the Client, and to observe, monitor and control any potentially or actually hazardous or dangerous conditions and activities, specifically including the monitoring of suspicious vehicles and persons, and to correct and report conditions to authorized personnel of the Client (the "Services"). The authorized personnel of the Client shall provide information to Guard Service on the general nature of the Services requested by this Service Agreement, but the specific manner in which Guard Service performs those Services shall be in the exclusive control of the Guard Service, as an independent Service Agreementor, subject only to the general provisions of this Service Agreement.

2. **COMPENSATION:** As compensation for the provision of the Services listed above, and as further agreed to between Guard Service and the Client, the Client agrees to pay Guard Service \$32 an hour for security services by the Primary Guard, and \$25 an hour for security services by a Substitute Guard, when necessary. Time and a half shall be paid on any holiday. There is a 4-hour minimum for each position. The amount payable will be due and payable to Guard Service by the Client on a net 30 basis. If Guard Service fails to supply the personnel to perform the Services on any of the dates and times as described in Paragraph 1 above, the Client shall have the right to reduce any compensation due under this Service Agreement in a proportionate amount. In addition, Guard Service will bill Client for fuel charges on the patrol truck, which shall not exceed \$4.00 per gallon. If fuel prices increase above the limit set, Guard Service may request in writing an increase per gallon, upon presentment of evidence of such increase satisfactory to Client. Fuel charges shall revert to original limit set upon price decrease. Any material changes to this Agreement shall be in writing, and reviewed by the City Attorney before becoming effective.

3. **EMPLOYEES/TEMPORARY WORKERS OR GUARD SERVICE:** The security personnel provided by Guard Service are employees or temporary workers of Guard Service, an independent Service Agreementor, and shall at times, be subject to the sole and direct supervision, control and management of Guard Service. Guard Service shall be solely responsible for paying its employees' or temporary workers' salaries, as well as all applicable State and Federal withholding taxes, Federal Social Security taxes, State

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unemployment and disability insurance, Workers' Compensation Insurance, disability insurance and all other benefit and other expenses relating to any such employees or temporary workers.

4. **INSURANCE:** Guard Service shall furnish and keep in force and effect, at all times during the term of this Service Agreement, Workers' Compensation (statutory) insurance covering its employees and temporary workers engaged in the furnishing of Services under this Service Agreement. Guard Service will also keep in force, in a policy of insurance acceptable to the Client, general liability insurance which includes, but is not limited to, coverage for false arrest,, detention, assault and battery or imprisonment, malicious prosecution, liable, slander, defamation of character or violation of right of privacy, as well as bodily injury to any persons or property damage, with a limit of at least \$1 million per occurrence, \$2 million aggregate. Guard Service will provide a copy of the Certificate of Insurance prior to execution of this Agreement.

5. **INDEMNIFICATION:** Guard Service agrees to defend, indemnify and save the Client and their respective directors, officers and employees, harmless (a) from and against any and all claims, actions, damages, liability and expense, including attorneys' fees, in connection with the loss of life, personal injury and/or damage to property arising in any manner from or out of the provision of security services under this Service Agreement by Guard Service or its personnel, employees or agents and/or (b) from any and all claims of sole, joint or contributing negligent or intentional acts or omissions of Guard Service and/or its personnel, employees or agents, even where there is also a claim of a negligent act or omission of the Client or its agents that allegedly contributed in part to the alleged harm. Guard Service shall not be obligated to the Client, without any claimed acts, omissions or negligence on the part of Guard Service. This indemnification shall survive the expiration or termination of this Service Agreement.

6. **REIMBURSEMENT FOR PROPERTY DAMAGE:** Should Guard Service or its agents cause damage to any property of the Client, Guard Service agrees to pay the costs of repair or replacement to the Client within ten (10) days of presentation of the evidence of costs.

7. **SERVICE RELATED EQUIPMENT:** a. Guard Service: Any and all property, equipment, supplies, apparatus or other materials furnished by Guard Service will remain the property of Guard Service and Guard Service will at all times during and after the term of this Service Agreement have the sole and exclusive right to said property and all obligations and liabilities arising out of the use of said property. Guard Service will be responsible for said property, at the conclusion of the term of Services. Installation or removal of any apparatus or materials by Guard Service, to assist it in performing its duties for the Client, must be performed at a time mutually agreed upon between Guard Service and the Client. All such work shall be done by Guard Service at its own cost and expense in a good and workmanlike manner and in full accordance with the rules and regulations of any governmental authority having responsibility for such matters. At the conclusion of the term of Services, all such supplies, apparatus, materials or devices owned by Guard Service, will be removed at Guard Service's expense and the property will be returned to its original condition, again at the expense of Guard Service.

b. Client: Any and all property, equipment, supplies, apparatus or other materials furnished by Client will remain the property of Client and Client will at all times during and after the term of this Service Agreement have the sole and exclusive right to said property and all obligations and liabilities arising out of the use of said property. Client will be responsible for said property at the conclusion of the term of Services. The following items shall be provided by the Client. Any keys or key cards to the building or anything needed for security needs.

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8. TERM OF SERVICES; TERMINATION: The Services shall commence on the Effective Date and shall be for a term of one (1) year. At any time during any 12 month period, either party may terminate this Service Agreement, with or without cause, by giving a 60-days written notice of cancellation. In the event of termination for cause, the breaching party shall be terminated effective immediately, in the sole discretion of the non-breaching party. In the event of termination of this Service Agreement, with or without cause, the Guard Service shall be paid for all services performed to the satisfaction of Client up to the date termination is effective.

9. 15. REMOVAL: Guard Service agrees that upon request by Client, either written or verbal, that Guard Service will remove from service immediately any of its employees or temporary workers who are, in the Client's opinion, not qualified or acceptable for any reason to perform the work assigned. Guard Service shall be obligated to provide an immediate replacement to avoid any interruption in the provision of guard protection services.

10. COMPLIANCE WITH STATUTES: In providing the security services required of it under the terms of this Service Agreement, Guard Service shall comply with all applicable federal, state, county and municipal statutes, ordinances and regulations.

11. LICENSING: Guard Service hereby warrants and represents that it is duly authorized by the appropriate government authorities to operate and provide the service set forth in this Service Agreement and Guard Service shall provide evidence of its authority to the Client on or before the execution of this Service Agreement.

Regulated by Department of Arkansas State Police
1 State Police Plaza Dr Little Rock, AR 72209
501-618-8600

12. ASSIGNMENT: This Service Agreement is not assignable by Guard Service without the prior written consent of the Client. Any attempt to do so shall give the Client the right to immediately, at its option, terminate this Service Agreement.

13. NOTICE: All notices required or provided for in this Service Agreement are to be in writing and shall be sent by certified or registered mail, return receipt requested to the following representatives:

FOR CLIENT:
City of North Little Rock
Attn: Mike Davis, Chief of Staff
City Hall-300 Main Street
North Little Rock, AR 72114

FOR GUARD SERVICES:
Elite Protection Group, LLC
700 Crystal Hill Rd., Ste 1
North Little Rock, AR 72118

With a copy to: Amy Beckman Fields, City Attorney, 700 West 29th Street, North Little Rock, AR 72114.

14. NO WAIVER: The waiver, by either party, or a breach or violation of any provision of this Service Agreement shall not operate as or be considered to be a waiver of any subsequent breach thereof.

15. GOVERNING LAW: This Service Agreement shall be governed by the laws of the State of Arkansas and in the event legal action is commenced under this Service Agreement, the proper venue shall be in the Circuit Court of Pulaski County, Arkansas.

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16. Merger: This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the Services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.

17. Modification: No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

18. No Presumption Against Drafter: Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

19. Authority: The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein.

20. Survival of Obligations: All representations, insurance, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of the Services or termination or completion of the Agreement or termination of the Services of the Guard Service.

21. Counterpart Execution: This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute the same instrument. A party, with the intent to be bound by or authenticate this Agreement, may use an electronic or digital signature method which is: (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; and (d) linked to data in such a manner that if the data are changed the electronic signature is invalidated.

22. Filing: The City Clerk shall file this document in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

[Signatures are on the Next Page]

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IN WITNESS WHEREOF the parties have agreed to the foregoing effective on the Effective Date.

CITY OF NORTH LITTLE ROCK

ELITE PROTECTION GROUP. LLC

BY: _____
Terry C. Hartwick, Mayor

BY: _____
Brady Cops, Dir. of Operations

Date

Date

ATTEST:

Diane Whitbey, City Clerk

Date

Approved as to Form:

CITY OF NORTH LITTLE ROCK, AR

Amy Beckman Fields
City Attorney

By: _____
Deputy City Attorney

Date