



DSI SECURITY SERVICES **SECURITY SERVICES AGREEMENT**

This Security Services Agreement (hereinafter the "Agreement") is entered into between DSI Security Services (hereinafter "DSI") and Tampa Bay Workforce Alliance, Inc., DBA CareerSource Tampa Bay, whose billing address is 4902 Eisenhower Blvd., Ste. 250, Tampa FL 33634 (hereinafter "Client") on January 14, 2022. DSI and Client shall hereinafter collectively be referred to as "the parties" and each as the "party." The parties agree as follows:

1. SERVICES.

(a) DSI and Client hereby agree that DSI shall furnish the number of specified:

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security personnel at the location(s) (hereinafter "Premises"), and on the day(s) and time(s) specified in Exhibit "A" attached hereto.

(b) Security personnel services shall be provided in accordance with this Agreement, and with any written instructions or orders (hereinafter referred to as the "Post Orders") to be mutually agreed upon between the parties. Should any conflict arise between the terms of any other document and this Agreement, this Agreement shall control. In the absence of Post Orders, DSI shall provide security services in accordance with accepted security industry standards, and in accordance with all State and local requirements. DSI's primary responsibility will be to observe and report to Client, and to provide a deterrent to criminal activity.

(c) Security services shall begin at 12:00 a.m. on February 3, 2022, and shall automatically renew for a term of one year under the same terms and conditions, unless modified or terminated by the parties with written notice, pursuant to section 12.

(d) Client acknowledges that DSI will incur costs to prepare for, staff and commence the services under this Agreement. In the event services are terminated by Client after commencement of the Agreement during the initial term, Client agrees to pay for the first

three (3) months of service regardless of whether a full three months of services was provided.

2. PAYMENTS.

(a) DSI shall invoice Client for services rendered every week (or at such other time as mutually agreed in writing between the parties).

(b) Invoices are due and payable no later than 30 (thirty) days after receipt and become delinquent thereafter.

(c) Service Rates: It is agreed that the compensation due DSI under this Agreement shall include charges at the Service Rates specified in Exhibit "B," including rates for Holidays and overtime.

(d) Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges, in which event Client agrees to pay the undisputed amount and to notify DSI as to the reason for the dispute and the value thereof.

(e) Should Client not make payment in full within the time stated in subparagraph (b) above, then Client shall pay DSI a late charge of one and one-half percent (1.5%) per month on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts disputed by the Client in good faith.

3. INDEPENDENT CONTRACTOR/EMPLOYER.

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(a) DSI agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, joint venturer, affiliate, or associate of Client.

(b) DSI shall hire all security personnel and shall be responsible for the payment of all wages, appropriate expenses, and customary taxes and insurance.

(c) All security personnel shall be under the direction and control of DSI. DSI shall have the right to assign such security personnel as it sees fit. DSI may change security personnel in its sole and absolute discretion. Upon reasonable request by Client, DSI shall reassign its employees as long as such request does not violate any applicable state or federal law as determined by DSI.

(d) DSI shall provide its security personnel with all necessary uniforms, badges and equipment (as appropriate). Non-standard uniforms or equipment required by Client will be provided as agreed upon and at a cost as mutually agreed upon in writing.

(e) All security personnel shall be employees of DSI or subcontractors to DSI (when appropriate) and shall not be deemed to be employees of Client.

4. **PROPERTY.**

(a) Any and all property, equipment and supplies furnished by DSI to provide the services hereunder shall remain the property of DSI and DSI shall at all times, during and after the term of this Agreement, have the sole right to install, maintain and remove such property, equipment and supplies.

(b) Any and all Client-owned equipment and supplies provided to DSI to aid in providing the services hereunder will be given proper care by DSI and returned to Client on demand in original condition, normal wear and tear excepted.

5. **NOTIFICATION OF HAZARDS.** Client agrees to notify DSI of any physical or environmental hazards on or about the Premises to which exposure could lead to injury or illness of DSI's employees.

6. **CLIENT VEHICLES.** If Client requires DSI personnel to use any vehicle or operate any equipment during the course of security personnel duties, other than the security personnel's own personal vehicle or a vehicle provided by DSI, Client agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles, that DSI and its personnel will be deemed an insured, and that the insurance covering such vehicles is primary and non-contributory.

7. **NON-SOLICITATION.** Client agrees not to directly or indirectly employ, accept applications from, or solicit or call upon any person who is an employee of DSI for the purpose of, or with the intent of, enticing such employee away from or out of the employ of DSI, on Client's own behalf or on behalf of any competitor of DSI, during the Term of this Agreement and for one (1) year thereafter. In the event of breach by Client of this section, the parties agree that damages that may result for violation of this section are difficult to ascertain, and accordingly, Client agrees to pay the total sum of One Thousand Dollars (\$1,000.00) to DSI for each and every individual employed in violation of this section as liquidated damages, and not as a penalty. The liquidated damages received by DSI pursuant to this section are in addition to any other rights or remedies DSI has under this Agreement.

8. **LOSS OF KEYS.** If Client entrusts DSI with keys to its Premises, facilities, or equipment, DSI will be responsible for such keys only when they are in the custody of a DSI employee. Should keys be lost by other than theft while in the custody of DSI, DSI agrees to replace all such keys and related locks at the cost of replacement, including labor, not to exceed two hundred fifty dollars (\$250.00).

9. **INDEMNIFICATION.**

(a) DSI shall defend, indemnify, and hold harmless Client and its employees under this Agreement, controlling said defense, against any claim, loss, or damages, except third party

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claims by DSI employees, following a determination by a court of competent jurisdiction, arbitrator, or other tribunal that the claim, loss, damages, and/or defense was caused by the negligence or willful misconduct of DSI personnel, while acting within the scope of the specified duties herein. DSI's defense of Client will in no event exceed DSI's apportioned liability, inclusive of attorneys' fees and costs, and DSI will not be liable for any incidental or consequential damages, or lost profits.

(b) Client shall defend, indemnify, and hold harmless DSI, its agents and employees from and against any and all Claims resulting from, or alleged to be resulting from, the active or passive negligence, concurrent or otherwise, or willful misconduct of Client, its employees, agents, vendors, subcontractors, affiliates, and independent contractors other than DSI, or for any non-standard services not specified herein or in the written Post Orders performed by DSI at the verbal or written request, direction, or on behalf of Client or its agents.

(c) Notwithstanding the foregoing Section 9(a) and (b) the Client agrees that in no event will DSI's or its insurers' total claimed liability for any Claim arising out of the services provided hereunder exceed the maximum amount of Twenty-Five Thousand dollars (\$25,000.00). Further, if the services include alarm response, in no event will DSI's or its insurers' total claimed liability for any Claim arising from any delay or failure in responding to an alarm to the extent the Claim exceeds \$500.00. The limitations of liability in this Section 9(c) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by DSI, its employees or agents, including that related to the hiring, training, supervision or retention of DSI's employees or agents.

(d) DSI's indemnity obligations herein shall not be construed as a waiver of the statutory protections afforded to DSI by any and all applicable Workers' Compensation laws or statutes.

(e) The indemnity obligations of DSI and Client set forth herein shall survive the expiration or termination of this Agreement.

10. INSURANCE.

(a) At all times during the term of this Agreement, DSI will maintain in full force and effect without interruption, the following insurance policies: (i) Workers' Compensation insurance for DSI employees for the statutory limits; and (ii) Commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

(b) Client agrees to assume all risks of loss, or damage to its Premises, business, and property and to property of others on Client's Premises occurring as result of fire, theft or other casualty or loss and Client waives all rights of recovery, indemnification, or subrogation against DSI or DSI's insurer for any such loss or damage, however caused.

(c) Client shall provide and maintain at its cost a commercial general liability insurance with a single limit of not less than one million dollars (\$1,000,000.00) per occurrence. This policy shall remain in full force and effect for the time period of the services provided by DSI. DSI shall be added as an additional insured on the policy and Client shall provide an additional insured endorsement evidencing that DSI is an additional insured and coverage is in effect during the full or extended term of this Agreement.

(d) In the event of a loss or damage to the Premises, facilities or equipment of Client, or facilities or equipment of others on the Premises, due to fire or other casualty, Client's insurance shall be primary to any insurance provided by DSI.

(e) The indemnity obligations of DSI and Client set forth herein shall survive the expiration or termination of this Agreement.

(f) Client shall give written Notice to DSI of any or potential Claims of Client arising out of or relating to this Agreement within thirty (30) days following notification of the occurrence giving rise to such Claims or potential Claim. No action to recover any Claim of Client shall

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be instituted or maintained against DSI by Client unless notice of such Claim shall have been given by Client to DSI in the manner and form set forth herein. No action to recover for any Claim of Client shall be instituted or maintained by Client against DSI unless said action shall have been instituted not later than twelve (12) months following notification of the occurrence giving rise to such Claim.

11. **NO WARRANTY.** Client recognizes that DSI is not an insurer of property or persons and makes no warranty, express or implied, that the security services provided will prevent loss, damage or injury to Client, Client's guests, invitees, employees, or property or from the injury or death of any person whomsoever or the consequences therefrom.

12. **TERMINATION.** This Agreement may be terminated at any time by either party, without cause, by giving thirty (30) days written Notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party including, but not limited to, the timely payment by Client to DSI of all invoiced charges, this Agreement may be terminated immediately without penalty to the non-breaching party. In the event of a cancellation prior to the expiration of three months of the initial term, Client shall remain responsible for payment of the first three months, as set forth in section 1(d), above.

13. **NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third-party beneficiary rights, or any other rights whatsoever.

14. **WAIVER.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term, agreement, covenant, representation, or warranty contained in this Agreement, whether by conduct of otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

15. **INVALIDITY OF PROVISIONS.** The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

16. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings, and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

17. **REPRESENTATIVE CAPACITY.** Each signatory to this Agreement in a representative capacity represents and warrants they are authorized to execute the Agreement on behalf of the person or entity on whose behalf their signature is affixed.

18. **FLORIDA LAW.** This Agreement is entered into in the State of Florida. It shall be governed by, interpreted, and construed and enforced in accordance with the domestic laws of the State of Florida without reference to principles of conflicts law.

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19. INTERPRETATION OF

AGREEMENT. The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

20. BINDING NATURE OF PROVISIONS.

All the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

21. AMENDMENT/MODIFICATION.

This Agreement and any Exhibits may only be amended, modified, superseded, or canceled in writing executed by each of the parties.

22. FORUM. The parties hereby consent to the jurisdiction and venue of the courts, federal or state, located in the jurisdiction where the security services are rendered, but in all cases, within the State of Alabama, with respect to any action or suit hereunder.

23. ATTORNEY FEES. In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable costs incurred, including reasonable attorney fees.

24. NOTICES. All Notices required from one party to the other hereunder shall be sent by certified or registered mail as follows:

Notice to Client shall be sent to:

Gamal Zahran
4902 Eisenhower Blvd.
Tampa FL 33634

Notice to DSI shall be sent to:

Eddie Sorrells, General Counsel
DSI Security Services
600 West Adams Street
Dothan, AL 36303

25. FORCE MAJEURE. The obligations of DSI hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, pandemics, or events beyond DSI's reasonable economic control.

26. COMPLIANCE WITH LAW.

(a) DSI shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees ("Governmental Regulations") associated with the services provided under this Agreement.

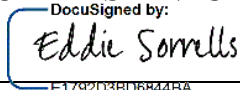
(b) Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation: (i) Environmental Laws; (ii) laws relating to accessibility by and accommodation of handicapped persons; and (iii) laws relating to discrimination of any type of manner.

27. ASSIGNMENT. Neither Client nor DSI shall assign this Agreement or assign any rights arising under or to allow the same to be assigned by operation of law or otherwise without the prior written consent of both parties, which consent shall not be unreasonably withheld. DSI may, under particular circumstances, sub-contract with other licensed security providers to provide services under this Agreement. Client authorizes DSI to subcontract when necessary to provide outstanding services to Client.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS AND AN ELECTRONIC OR FACSIMILE COPY AND SIGNATURE PAGE WILL HAVE THE SAME FORCE AND AFFECT AS THE ORIGINAL.

IN WITNESS HEREOF, parties have executed this contract as of the day, month and year indicated above.

DSI SECURITY SERVICES

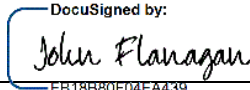
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DATE: 1/14/2022

Print Eddie Sorrells

TITLE: COO/General Counsel

CLIENT

BY: 
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DATE: 1/14/2022

Print John Flanagan

TITLE: CEO

EXHIBIT “A”
to Agreement between
DSI Security Services
and
Tampa Bay Workforce Alliance, Inc. DBA CareerSource Tampa Bay

LOCATIONS FOR SECURITY SERVICES PROVIDED BY DSI

<u>Location</u>	<u>Number of Security Personnel</u>	<u>Hours Per week</u>
1. 9215 N. Florida Avenue, Tampa FL 33612	1	40

The location(s), day(s), and time(s) listed in this Exhibit “A” may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. Client acknowledges that Client alone has chosen the number of [armed] security personnel and type of services to be provided under the Agreement; that DSI has informed Client that additional security personnel and services are available at an additional cost; and that Client has elected not to avail itself of additional security personnel or services at this time.

SCOPE OF SERVICES PROVIDED:

DSI shall provide uniformed security services at the client’s Location(s) (listed above), or at other additional locations requested by Client. Security officers will, by their presence, serve to act as a deterrent to criminal activity. Security officers will abide by specific Post Orders and within the standards of the industry for well-trained security officers. All services will be provided by DSI employees and agents that are highly trained individuals. All such employees shall possess and maintain all required licenses and registrations to perform their duties under this Agreement.

Additional Services Requested By Client: [List here, if applicable.]



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EXHIBIT "B"
to Agreement between DSI Security Services
and
Tampa Bay Workforce Alliance, Inc. DBA CareerSource Tampa Bay

BILLING RATES

The billing rates for security personnel services shall be as follows:

REGULAR SERVICE [Armed]:	\$ 27.00	per hr.
OVERTIME & HOLIDAY:	\$ 40.50	per hr.

Regular billing rates shall be used for all regularly scheduled work for the hours specified in Exhibit A. Annual Increases: Billing rates shall automatically increase by three percent (3%) per year on each anniversary of this Agreement. Client Acknowledges that DSI has a four (4) hour minimum shift requirement, and regardless of the requested service, will be billed a minimum of four (4) hours for each shift worked.

Expenses: Client agrees to reimburse DSI for the reasonable costs associated with providing services under this Agreement when such costs are incurred at Client's request. Client may request receipts. Such costs shall be included in the regular invoices.

SPECIAL RATES FOR ADDITIONAL SERVICES

1. Requests for extra service with short lead time will be billed at the overtime rate as follows:
 (a) Requests received between 8 a.m., Monday through 6 p.m., Friday, in a non-holiday week, will be billed at the overtime rate for the first 48 hours of service, if less than 48 hours' notice is received; (b) Requests received between 6 p.m., Friday through 8 a.m., Monday, or 6 p.m. on the evening of a holiday through 8 a.m. on the morning following the holiday, will be billed at the overtime rate for the first 72 hours of service, if less than 72 hours' notice is received.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
3. A labor strike or other emergency situation that creates a working environment for security personnel that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.
4. On or before the expiration date of one (1) year from the initial date of service under this Agreement, the parties hereto agree to reopen negotiations for the purpose of considering revised billing rates. However, service rates and quantity of service may be amended at any time upon the mutual agreement in writing by authorized agents of DSI and Client without otherwise affecting any understandings contained in this Agreement.
5. Should there be a change in state or federal minimum wage rate, workers' compensation rate,

DSI Service Agreement (revised 2021)

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health insurance, liability insurance rate, city, state or federal tax contribution by employers, or other imposed costs that are beyond the control of DSI and that have an adverse effect on the operating costs of DSI, Client agrees to pay for such revised billing rates that will reimburse DSI for its added costs.

6. DSI Agents and personnel shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which DSI is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the prevailing Regular Rates set forth above, in addition to reasonable costs and expenses incurred.

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