AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this __th day of January in the year, 2025, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Hudson Protection Enterprise, Inc. 1120 SW 2nd Ave. Okeechobee, FL 34974
Contract Number:	SS2024-07
Contract Name:	Off Duty Environmentally Sensitive Land Law Enforcement Services
Contract Term:	Three (3) years plus two (2) 1-year renewal options (Not to exceed 5 years)
Not to Exceed Amount:	$200,000.00

WHEREAS, COUNTY has previously determined that it has a need for Off Duty Environmentally Sensitive Land Law Enforcement Services and determined in accordance with the Martin County Purchasing Manual that CONTRACTOR should be designated a sole source for the services and materials set forth in this Agreement; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. Time of Service. Services shall be performed in a timely manner in accordance with this Agreement. The commencement date for this Agreement shall be the date set forth in County's written notice to proceed to CONTRACTOR.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. Assignment/Subcontracting. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such

failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

7.1 The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

a. The volatility is due to causes wholly beyond the successful bidder's control.

b. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.

c. The effect on pricing or availability of supply is substantial.

d. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

7.2 Any adjustment would require irrefutable evidence and written approval by the Purchasing Manager.

7.3 If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Purchasing Manager with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

7.4 COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1 Keep and maintain public records required by the County to perform the Agreement.

9.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

9.1.4 Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional

insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

b. Worker's Compensation Insurance: The Contractor is exempt from carrying Worker's Compensation coverage and does not have any employees nor will hire any employees in the future. The Contractor shall provide notice of Election of Exemption to the Department of Financial Services pursuant to Section 440.05, Florida Statutes and submit the Certification of Election to be Exempt to the County within 30 days. In the event the Department of Financial Services does not issue a certification of the election to be exempt, or the Contractor hires employees or no longer qualifies for the exemption, the Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability $100,000 each accident, $100,000 each Disease/Employee and $500,000 each Disease/Maximum.

c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "**Any Auto**" (owned, hired and non-owned) for a minimum of$200,000 per person / $300,000 per occurrence. In the event Contractor does not own any automobiles, the County will accept proof of hired and non-owned auto liability only. The County is to be named as Additional Insured.

d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance which also encompasses law enforcement liability including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. The County is to be named as Additional Insured on a primary and noncontributory basis.

The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence -	$1,000,000
Personal/Advertising Injury -	$1,000,000

Products/Completed Operations Aggregate -	$2,000,000
General Aggregate -	$2,000,000
Fire Damage -	$100,000 and 1 fire
Medical Expense -	$10,000 any 1 person

e. Professional Liability: $1,000,000 per claim / $1,000,000 aggregate. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

f. Commercial Automobile, General Liability and Workers Compensation Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

g. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars ($10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or

void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Dispute Resolution.

16.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

16.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

16.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

16.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

16.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

17. Confidential Information.

17.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be

deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked “Proprietary”. Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

17.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

17.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY’s elected officials, employees, agents, and attorneys and their successors (each an “Indemnitee”) harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY’s choice but at the expense of CONTRACTOR, including reasonable attorneys’ fees and costs, including attorneys’ fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney’s fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

17.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

18. Requirement to E-Verify. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.

C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

HUDSON PROTECTION ENTERPRISE, INC.

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

DILLAN HUDSON, PRESIDENT

SARAH W. WOODS, COUNTY ATTORNEY

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

Martin County's Public Works Department, Environmental Resource Division (ERD), is tasked with managing several thousand acres of Environmentally Sensitive Lands across nearly 40 properties throughout the County. These properties encompass a diverse array of habitats, ranging from beach dune systems to hammocks, Pine Flatwoods, freshwater and saltwater tidal swamps, marsh systems, and lakes.

The Environmental Resource Division is mandated to manage these parcels according to local ordinances (Sec. 17.9.-Rules and regulations for Martin County Parks), as well as state and federal regulations. In most cases, these sites are designated for passive recreation, with limited infrastructure for activities such as hiking, biking, equestrian use, and paddling. Infrastructure within these conservation lands includes parking areas, boardwalks, gates, kiosks, boat ramps, trail systems, docks, etc.

In recent years, Martin County ERD has observed an increase in violations within our environmentally sensitive lands. These violations include unauthorized motorized use, such as ATVs, UTVs, and 4X4 trucks, resulting in wetland damage and the removal of native vegetation. Additionally, incidents of damage and removal of native plants, presence of open fire pits, illegal hunting activities, illegal camping, and direct damage to infrastructure projects, including gates, kiosks, parking areas, bollards, pavilions, and other structures, have been documented.

Due to the remote access and off-hours nature of many incidents occurring within the Environmentally Sensitive Lands, the Environmental Resource Division is seeking to enhance law enforcement effectiveness through a contract arrangement with Hudson Protection Enterprise Inc. This would allow for increased surveillance and enforcement measures at the discretion of the division, ensuring better protection of these valuable natural resources.

DELIVERABLES

- The contractor is expected to adhere to and enforce all county ordinances outlined in Sec. 17.9.-Rules and regulations for Martin County Parks, as well as federal and state regulations.

- Quarterly reports are to be submitted via email, detailing incident dates/times, arrest information, and providing photos of damages incurred. Reports must be comprehensive and submitted in a timely manner.

- The contractor will notify Martin County of proposed patrol times and locations via email, ensuring transparency and coordination with county authorities.

COUNTY RESPONSIBILITIES

- Martin County will provide a Trespass Letter authorizing Florida Fish and Wildlife (FWC) and all state police officers to trespass on all County parks and designated areas at their own discretion.

- The County will provide signs, as needed, for patrolling officers concerning “No Entrance”, “No Parking”, “No Unregistered Vehicles”, etc.

- The officers on duty will be provided with any keys or combinations for specific sites they are requested at.

- If the County wants to cancel a detail, they must notify Dillan Hudson within 48 hours before the scheduled detail time. If notice to cancel the detail has not been received within 48 hours the County will be instructed to pay the negotiated price listed on the invoice.

EXHIBIT B

FEE SCHEDULE

DESCRIPTION	RATE
Initial Consulting Fee	$3,0000
Minimum four (4) hours with one (1) additional hour for travel	$375.00
Every additional hour	$75.00

If an arrest is made the County will be billed three (3) hours of paperwork, jail transporting, and booking.

If an officer leaves the site early for any reason the County will be charged the hourly rate of $75.00 for the number of hours worked plus one (1) hour of travel instead of the full detail amount.