

BEACHPLACE ASSOCIATION INC.
SPECIAL MEETING OF BOARD OF DIRECTORS MINUTES
April 27, 2023

The meeting was called to order at 9:02 am; 21 members in addition to Board members participating via Zoom were welcomed, followed by a roll call to confirm a quorum of the Board.

Roll Call – Board of Directors

Present via Zoom: Dr. Low, Ms. Parris, Dr. Soskolne, Dr. Berner, Mr. Baker, Mr. Dutton. Quorum established.

Not Present: Mr. Traxler

UNFINISHED BUSINESS:

Insurance Special Assessment – Ms. Parris

The budgeted funds for this year's insurance premium are insufficient to cover the premium due May 10. The Board approved obtaining a 3% deductible versus the 5% at the April 13th Board meeting since this is most prudent to cover our property. The shortfall for the wind and hazard premium amounts to approximately \$1700 per unit.

In addition, our current flood policy premium due in October is also anticipated to increase. Florida law limits the increase for flood insurance to a maximum of 18% per year; however, the flood policy only provides coverage of 63% of the value of the property. Excess flood coverage is an option, and the Board is awaiting a quote and policy coverage for this excess flood policy to determine if we should proceed to acquire additional coverage. It is unknown at this time what that premium is likely to be, but we anticipate the cost to be higher than our current premium. It is the Board's opinion that it would be prudent to increase our coverage in view of the increase in storms and storm damage in Florida.

Based on the new appraisal this year, the total value of our property has increased to \$134 million which essentially means we have 32% more value to insure.

After discussion, the Board recommends adding an additional \$300 to the insurance special assessment, bringing it up to \$2000 per unit, to cover any additional increase for the additional flood insurance.

Questions:

Q. Could you give the breakdown of how the board arrived at the premium assessment?

A. Insurance premium is going to be \$1,293,882 and the amount budgeted to pay for the insurance fell short by about \$600,000. The insurance special assessment shortfall is calculated by subtracting the budgeted amount from the total bill and dividing the difference by 336 units.

Q. Presently we have in the operating a surplus over \$300,000 has been considered to pay for this increased premium?

A. We don't have an operating surplus, the \$363,000 noted on the year-end audit was the balance of cash in the operating account. Our budget for insurance is \$705,000. We're assessing the shortfall of cash prediction for the rest of the year.

Feedback from John Marshall: What we're going through right now is what every other association in Florida is experiencing.

Motion: Dr. Low

Second: Dr. Berner

Motion to assess each unit a special assessment in the amount of \$2,000 to cover the gap in insurance premium, plus an amount to cover the potential increase in flood insurance. The invoice will be sent to owners' April 28, 2023, and will be due by May 4, 2023. Any excess special assessment funds after all insurance premiums are paid will be refunded to unit owners in October 2023.

Motion Unanimously Approved

NEW BUSINESS:

Board Meeting Dates – Dr. Low

The Board was considering moving the regular board meeting dates to the third Thursday of the month in order to allow adequate time for all financial reports from the previous month to be available. However, this time would conflict with holidays during the months of November and December.

Recommendation: Maintain the current scheduled date of the second Thursday of the month.

Security Contract - Bridget Spence, Acting GM

We have had significant problems with our current security company. They have had four changes in operations managers assigned to our property since July. In addition, security officers' shift changes have created gaps in coverage for our property on evening and weekend shifts.

We have interviewed several security companies. In January we decided to stay with the current security company through high season and continue to monitor their behavior after our concerns were shared with them. While we did see improvement in some areas their performance in general was unacceptable.

We have since interviewed several security companies and are recommending we contract with Randex Gulfside Protective Services, LLC. Their contract price is close to our existing contract with AUS, coming in about \$900 less than the current monthly cost. They offer many advantages over AUS.

1. They employ mostly retired police officers
2. They will have a committed staff for Beachplace. They plan to hire additional staff specifically for our property
3. They have committed to provide coverage in the event any of their staff are forced to cancel a shift. In fact, the owner volunteered to personally cover any of our shifts if there was no one else available

Recommendation:

- 1 - To cancel Allied Universal Service with a 30-day notice
- 2 - Enter a full-service contract with Randex – Gulfside Protective Services, LLC

Motion: Dr. Soskolne

Second: Dr. Berner

Motion to cancel Allied Universal Service with a 30-day cancellation and to enter into a full-service contract with Randex – Gulfside Protective Services, LLC

Motion Unanimously Approved

MOTION TO ADJOURN:

Motion: Dr. Berner

Second: Dr. Soskolne

Motion Unanimously Approved

The Special Board Meeting was adjourned at 10:00 am.

Approved by:



Errol Soskolne, Secretary

Attachments:

- Randex-Gulfside Protective Services Contract
- Spreadsheet analysis of security costs and budget



RANDEX-GULFSIDE PROTECTIVE SERVICES, LLC
2975 Bee Ridge Road, Ste. C, Unit 1
Sarasota, FL 34239
(941) 993-0781
Florida License Number: B-1800141
www.gulfsideprotection.com

SERVICE CONTRACT FOR SECURITY PERSONNEL AND ASSETS

CLIENT NAME: Beach Place Association **PATROL START DATE:** TBD

GENERAL

1. This Task Order details the itinerary where known, pricing and contractual details for the support by **Randex-Gulfside Protective Services LLC** ("RGPS") of the proposed Client task(s). RGPS engages in the business of providing security and related services, its EIN is 61-1870399 and its State of Florida license number is B-1800141. RGPS has complied with all Federal, State and Local laws regarding business permits, sales, permits, licenses, reporting requirements of any kind that may be required to carry out business and provide services to be performed as an independent contractor, pursuant to this agreement and to the State of Florida.
2. Should the Client wish to proceed with the services outlined below, please review, sign, scan/send the following document to the RGPS Commercial POC - Jennifer deCarle (jd.randexgulfside@outlook.com)

CLIENT AND TASK DETAILS

Client Name ("Client")	Beach Place Association
Service Dates/Times	1 guard house 24/7 1 roving guard 8hrs day Extra weekend guard 8hrs Sat/Sun
Location of Service ("Location")	1135 Gulf of Mexico Dr, Longboat Key, FL 34228

PRICING

Please find below our rates for the services requested. Please note that our rates may change depending upon any additional requirements for your project and actual services delivered. Services are ongoing, commencing on the EFFECTIVE date stated above and shall be performed thereafter for the duration of the term of this agreement, specifically 1 calendar year unless otherwise agreed by both parties.

Holiday & Overtime Pay. Randex-Gulfside recognizes 7 holidays per calendar year: New Year's Day, Memorial Day, 4th of July, Labor Day, Easter, Thanksgiving Day and Christmas Day. The parties confirm that patrol service may require overtime work and work at irregular hours, without the need to approve each such hour. In consideration thereof, the Client will be billed at 1.5 times regularly billed hours which the parties estimate to be a fair average compensation for the overtime work and work at holiday hours per each month of service.



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Description	Unit Rate	Quantity/Month (Approx.)	Total (Approx.)
1 guard house 24/7	25/hour	512	12,800
Supervisor Shift	25.50/hour	160	4,080
1 roving guard 8hrs day	25/hour	224	5,600
Extra weekend guard 8hrs Sat/Sun	25/hour	64	1,600
Weekly visits by Senior Supervisor	Included	4	INCL
Silvertrack & Phone System			299
Note: Guard pay \$18.00/hour			
Supervisor pay \$18.50/hour			
Subtotal		964	24,379.00
7% Florida State Sales Tax			1,706.53
TOTAL			\$26,085.53

BILLING

Randex-Gulfside Protectives Service, LLC will invoice the Client on the 1st of each month, as practical, or immediately before/after short-term assignments. Invoices may be faxed, emailed, mailed or delivered in person to the Client to the address on file. Invoice payments are due within ten (10) business days upon receipt. Invoices payments are to be made by company check payable to:

Randex-Gulfside Protective Services, LLC

2975 Bee Ridge Rd; Suite C, Unit 1

Sarasota, FL 34239

CLIENT INVOICING DETAILS

Invoice Address	1135 Gulf of Mexico Dr, Longboat Key, FL 34228
Point of contact name	Bridget Spence, CAM Property Manager
E-mail address	BSpence@caseymamagement.com
Contact number	Main Office 941 922-3391 Lakewood Ranch 941 727-4698

TERMS AND CONDITIONS

- Client hereby engages **Randex-Gulfside Protective Services LLC** ("RGPS") to provide security personnel and assets set forth above on a short-term basis at the rates set forth above. Any expenses submitted for reimbursement shall be charged at actual cost plus an administrative charge of ten per cent (10%).



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2. **NON-PAYMENTS AND LATE PAYMENTS:** All fees and expenses under this Agreement will be billed and paid in U.S. Dollars. Such fees include taxes imposed by the government(s) of the Location at the time of this task order, excluding any withholding taxes. In the event RGPS is required to pay or collect any such taxes or new taxes are imposed, for amounts received under this Agreement, such taxes shall be charged to Client. Client will pay invoices submitted by RGPS no later than ten (10) days after the date of the invoice to the account set forth on the invoice. Any queries on an invoice must be raised in writing by Client within ten (10) days of receipt of the invoice. If queries are not raised in this period, the invoice is deemed correct and payable in full with no further recourse to the amount charged. Client shall pay late charges of 1.5% per month and the costs, including reasonable attorneys' fees, of any collection efforts undertaken by RGPS for payments not received by RGPS within the ten (10) day period after the invoice is delivered. Upon non-payment of an invoice after ten (10) days as stated above from the invoice date, Randex-Gulfside Protective Services, LLC has the option to suspend any or all services without notice to the Client. In addition, a late fee of 1.5% will be added to the total invoice.
3. Client acknowledges that RGPS will incur certain costs to make logistical arrangements and prepare for the assignment with Client. In the event that Client cancels the service after signature but at least twenty (20) days prior to the commencement of the assignment, Client shall pay all out of pocket expenses actually incurred by RGPS in connection with the preparation for the assignment (to include without limitation staff travel, wages and accommodation) as a cancellation fee. In the event that Client cancels the service with less than twenty (20) days' notice or during the assignment Client shall pay RGPS a percentage of the full fee amount that would have been paid for the service from the scheduled start date to the scheduled end date according to the percentages set forth below:

Amount of Prior Notice of Cancellation	Percentage of Fees Payable
Thirty days or more	0%
Fifteen to Twenty-nine days	50%
Less than Fifteen days	100%

To that end, it is further understood and agreed that either party has the right to cancel this agreement, at any time, when thirty (30) days written notice is given.

4. Randex-Gulfside Protective Services LLC is an independent contractor. All personnel are employees of RGPS and RGPS is responsible for all wages, taxes, unemployment benefits, social security, uniforms and any other costs which employers are normally required to pay on behalf of their employees. RGPS shall provide personnel without regard to race, color, creed, sex, age or national origin. The purpose of the security personnel and assets provided by RGPS to Client is to provide a presence that may help to reduce the risk of damage to Client's facilities or injury to Client's personnel in connection with Client's security program. RGPS duty is to provide personnel and assets to maintain a presence, to observe and, if appropriate, attempt to cover and evacuate in the event of an incident. RGPS neither warrants nor represents that the personnel or assets to be provided hereunder will successfully protect the Client, any individuals, or any property from physical damage or personal injury. Client represents that Client and its personnel fully understand the risks involved in living and operating in the Location and have voluntarily assumed all risks of property damage or personal injury, including death, to such personnel. Notwithstanding any other provision of this Agreement, RGPS shall not have any liability as the result of the terrorist or criminal acts of any third parties and assumes no duty with respect thereto.
5. RGPS operates subject to the laws of the Location, rules and regulations and any other applicable national or local rules and regulations in force. The Client and Client's personnel agree to abide by all of these applicable laws. In the event of the Client Personnel's failure to follow applicable laws or instructions, RGPS may terminate the Services without any refund of the fees to the Client. The Client



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Personnel will follow promptly and fully all instructions given during the course of the services including but not limited to instructions concerning the wearing of seatbelts, helmet and body armour and conduct in the event of attack by persons or devices. The decisions of RGPS shall be final and absolute in relation to such matters.

6. Client acknowledges that the amounts being paid to RGPS are not sufficient to guarantee any specific results including without limitation that no injury, damage or loss will occur or to insure against such losses. It is further agreed that neither party shall be liable for any indirect, incidental, special, consequential or punitive damages arising from or related to this Agreement, any act or omission in connection with the providing of services hereunder or any act or omission of their personnel whether grounded in contract, tort (including, but not limited to, negligence or strict liability), breach of warranty, or any other legal theory, with the exception that the Client shall be liable and will indemnify RGPS in respect of any direct, indirect or consequential loss or damage whatsoever arising as a result of the Client Personnel's failure so to follow the all applicable laws or instructions given during the course of the services. Save to the extent caused by the wilful misconduct, gross negligence or breach of this Contract by RGPS the Client will indemnify and hold RGPS harmless against any claim whatsoever arising from the services brought by the Client Personnel and/or any other third party, including any losses, liabilities, costs and expenses (including legal expenses) resulting therefrom.
7. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This Agreement has been entered into for the sole benefit of RGPS and Client. It is not intended to benefit, or create any rights whatsoever in favor of, or duties to, any persons other than RGPS and Client. Without limiting the foregoing, Client's personnel shall not in any manner be deemed to be intended or incidental beneficiaries of this Agreement.
8. Neither party shall be liable for any failure to perform its obligations under this Agreement where such failure is caused by any occurrence, event or other matter which is beyond the control of such party, including, without limitation, court order, action or order of military, civilian or law enforcement authorities, acts of God, failures or delays in transportation, explosions, sabotage, accidents, riots, civil commotions, terrorist acts, acts of war and other similar causes.
9. Each party shall keep secret and shall not at any time reveal in full or in part to any person any information which is imparted or obtained under or in connection with the services on, before or after the commencement date in confidence (whether in writing, orally or by other means and whether directly or indirectly) or is of a confidential nature, relating to the other party including, but not limited to, employee information; business plans; details of internal operations and processes; product specifications or information; marketing plans or strategies; product pricing information; any non-public financial or business information; and, all intellectual property, in whatever form, that is supplied by either party to the other, or obtained by either party directly or indirectly from the other, or recorded, summarized, or derived by either party ("Confidential Information"). This restriction will continue to apply after the termination of the Services indefinitely except where any Confidential Information comes into the public domain otherwise than through unauthorised disclosure by the Client. Each party acknowledges and agrees that in view of the potential consequences of an unauthorised release of Confidential Information, damages may not be an adequate remedy for any breach of confidentiality, and that the other party shall therefore be entitled to the remedies of injunction, specific performance and any other relief or damages available whatsoever (including but not limited to exemplary and/or punitive damages) reflecting the seriousness of such consequences, and that no proof of special damages shall be necessary for its enforcement.



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10. Client understands that RGPS ability to provide armored vehicles or services using such vehicles may be dependent upon obtaining certain approvals from RGPS provision of such vehicles or services is conditioned upon obtaining the applicable approvals. Further, certain activities connected with RGPS services may from time to time be restricted by government authorities for reasons outside RGPS reasonable control, such as, for example, a temporary restriction on movements around the Location or to specific locations within the Location. In such events Client will be invoiced and shall pay for the restricted services at a stand-by rate equal to ninety percent (90%) of the rates set forth above for such periods.
11. This contract is construed and governed by the Laws of the State of Florida. This contract cannot be assigned without the written consent of both parties. Any disputes arising between RGPS and the Client will be subject to the exclusive jurisdiction of the judicial system and law courts of the State of Florida.
12. **RESERVED RIGHTS:** If the Client changes the time(s) of coverage originally contracted, reduces the total number of billable hours, significantly alters the duties of RGPS personnel or the nature of the Client's environment substantially changes, then RGPS reserves the right to renegotiate the agreement. During mobile patrols, security, and/or providing assistance/checking up on our officers on post, our supervisors may be armed while on Client property. This Task Order has been executed by or on behalf of the Parties on the day and year below written.

Beach Place Association

By: 

Title: President

Printed Name: Virginia Low

Date: April 27, 2023

Beachplace Association Inc.			Proposed 2023 Budget (est)		
	Wage	Bill Rate	Weekly Hours	Weekly Cost	Annual Cost
<i>Security Professional</i>	\$18.00	\$25.29	128.00	\$3,237.12	\$168,330.24
<i>Roving Patrol</i>	\$19.00	\$27.55	72.00	\$1,983.60	\$103,147.20
<i>Site Supervisor</i>	\$20.00	\$26.80	40.00	\$1,072.00	\$55,744.00
	Subtotal:		240.00	\$6,292.72	\$327,221.44
Holidays - Gate Officers	\$27.00	\$12.65	7 holidays		\$1,132.99
Holidays - Evening Patrol Officer	\$24.00	\$13.78	7 holidays		\$694.26
Holidays - Account Manager	\$30.00	\$13.40	7 holidays		\$375.20
Equipment & Other Items					
Medical & Benefits Package			included in above		\$-
Heliaus Device			\$150.00		\$1,800.00
				Subtotal:	\$331,223.89
				Sales Tax, 7%	\$23,185.67
				Annual TOTAL	\$354,409.56
				Bi Weekly Avg	\$13,631.14
				Monthly Avg	\$29,534.13