FLORIDA
COMMISSION ON ETHICS
OCT 30 2023
RECEIVED

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

In re: Keith James,

Respondent. Complaint No. 19-180

_____/

ADVOCATE'S SECOND MOTION TO DISMISS COMPLAINT

COMES NOW, the Advocate for the Commission on Ethics and recommends that the Complaint No. 19-180 be dismissed, and as grounds states:

Procedural History:

This case involves the award of a no-bid $7.9 million security guard contract to Professional Security Consultants (PSC) to the exclusion of other security guard companies, specifically Giddens Security Corporation (Giddens). It is alleged that West Palm Beach Mayor Keith James, Respondent, urged the award of the contract to PSC because of his friendship with PSC's Senior Regional Director, Wilfredo Perez-Borroto (Willie Perez).

On July 29, 2020, the Commission on Ethics rendered its Order Finding Probable Cause to believe that Respondent, Keith James, Mayor of the City of West Palm Beach, violated Section 112.313(6), Florida Statutes, by awarding the contract to PSC, a company operated by one of his friends. This finding departed from the Advocate's recommendation of no probable cause.

On March 23, 2022, the Advocate filed a Motion to Dismiss Complaint after reviewing the civil lawsuit filed in the Fifteenth Judicial Circuit, Palm Beach, County, by Giddens Security Corporation,[1] (Giddens) and speaking with the Plaintiff's attorney, Timothy B. Elliott, the West Palm Beach Inspector General, John Carey, West Palm Beach City Commissioners Kelly Shoaf and Joe Peduzzi, City of West Palm Beach Police Chief Frank Adderly, City Administrator Faye

[1] *Giddens Security Corporation vs. City of West Palm Beach*, 50-2019-CA-011890

Johnson, and Giddens Chief Financial Officer Adam Giddens. Exhibit "A" incorporated herein by reference.

The Commission rejected the Motion to Dismiss and directed the Advocate to conduct a further investigation into the matter to ascertain the identity of other witnesses. Toward that end, the Commission's Investigator, Robert Malone, and the Advocate formally interviewed Jeff Green, who was the City Administrator and driving force behind securing the no-bid contract with PSC.

Interview with Jeff Green:

On August 11, 2022, Commission on Ethics Investigator Robert Malone and Advocate Elizabeth Miller interviewed Mr. Jeff Green via video conference for the purpose of eliciting further information regarding the selection of PSC to provide security services in the City of West Palm Beach (City). Investigator Malone swore-in Mr. Green. The following sworn testimony was provided by Mr. Green. Some statements are paraphrased, and some are quoted.

Jeff Green was employed as the Chief Financial Officer for the City from 2012 until November 2013. He was promoted to City Administrator in November 2013 and served until the end of 2019. As City Administrator, Mr. Green managed the day-to-day operations and oversaw all departments within the City.

Mr. Green served as the City Administrator during the time the City was seeking to change the security guard services. Such executive level contracts ultimately came to him as he was the City's strategic planner.

Two Security Companies:

From 2016 to August 26, 2019, Giddens contracted with the City to provide security services for all areas within the City, except the West Palm Beach Development District Authority[2]

[2] The DDA is a separate legal entity.

(DDA) which was serviced by PSC.[3] PSC also provided services for City Place, a private entity located within the City, as well as approximately 37 other unspecified locations in West Palm Beach and Broward County.

Giddens' contract was terminating at the end of 2019. Mr. Green espoused his belief that one, not two, security companies should provide City-wide security for consistency in services. At the time when Giddens' contract was expiring, PSC still had two years on its contract to provide service to the DDA.

"Multiple folks" had called the division of security services "very confusing," according to Mr. Green. For example, Giddens secured the City's parking garage and a sign indicated that persons with security issues in the garage should call Giddens for help. On the other hand, PSC secured the street outside the parking garage and a sign indicated that persons with security issues outside the garage should call PSC for assistance. In addition, residents complained "quite loud[ly]" about Giddens "not following up" patrolling and not being proactive in their duties to make sure the City's northside was safe. Then-Mayor Jeri Muoio thought the division of services was confusing, also.

Security guard service contracts for City Hall and the City's northside area came up for renewal at the end of Mayor Muoio's term of office and on the cusp of incoming Mayor Keith James' term. Mayor Muoio issued two Requests for Proposal (RFPs).

Mr. Green advised the City's Procurement Director/Manager Frank Hayden to put on hold the RFPs per directions from newly elected Mayor James. A new police chief was about to be appointed by Mayor James and the Mayor wanted the new chief to be involved in the process of

[3] It is noteworthy that a company that was later reformed and renamed PSC held a contract for services prior to Giddens.

selecting the City's security guard services. Mr. Green and Purchasing Director Hayden agreed that the new chief should be involved.

According to Mr. Green, "This is how it all played out. I am the City Administrator and I am dealing with a new police chief and I am dealing with a new mayor so they are letting me make recommendations on what the best approach is. We all agreed among the three of us that it is not good to have two security firms in various parts of the City. The new police chief was very strong about that, I was very strong about that, and the mayor was very strong about that. So then the issue became, alright well how do we solve this situation. We have this bid coming up for City Hall and for the northside. So, if we put it out for competitive bid, where will we end up if PSC doesn't get this contract? Well then we'll still have PSC in the downtown area because they're under contract with the DDA for at least, I think it was two more years at the time, and they also had the private security at City Place so unless we did an unsolicited – in effect a sole source contract with PSC – we could not end up in a situation in which we had one security. And the analogy I used at the time, and I'll use again is, if you guys have all Apple computers in your office, and you have to go out for a competitive bid – you have to accept a bid from anybody – you might end up with half Apple and half Microsoft computers, which isn't actually a good situation to have because they're not interchangeable. There are a lot of reasons why you'd want to have one source of computers or one source of telephones – you don't want to have 4 different telephone services. So, in this case, because of that situation, we decided that it made the most sense to put it out for bid – I'm mean excuse me – not put it out for bid and do a contract with PSC with the caveat that in two years when the DDA contract came up again we could look at putting the whole thing out for bid as a whole as opposed to just one. And that still would have left a problem with City Place but

that was the decision we were making at the time and that was really my recommendation and the mayor and the police chief agreeing with me that that made sense and that was the right approach."

When asked whose idea it was to consolidate all security services into one company, Mr. Green responded, "I'd have to say it was a combination of all three. I broached the idea first and then we all talked about it and we all agreed it was the right thing."

When asked hypothetically, if the situation were reversed, and Giddens had the City Place contract and PSC had the other contracts, would you have been looking at Giddens to take over everything. "Yes. It only made sense to have one [security company]. It's a safety issue. If a person needing security services is in the downtown garage and another person is outside the garage, who are you going to call, who is going to respond? You're in one building so it's one security company and if you're outside the building on the same street it's a different security company – who's going to respond. That was the issue at the time."

Only Giddens' contract was coming up for bid, while PSC's contract was two years longer. Thus, the question became: do we put it out to bid, which may not have solved the problem, or do we contract with PSC?

There was only one security company that could provide coverage for all areas – PSC. "Why put responders to an RFP through that? It's more disingenuous to put it out to bid when you know what the result is going to have to be than to just say, this is why we did it the way we did it."

Mr. Green "went to each of the [city] commissioners to explain why we [Green, Mayor, and Police Chief] made that choice. That's my role as the City Administrator. And then we brought it to a public meeting."

"It's politics coming into play here [with the ethics complaint] and it's not business sense." As to friends within PSC benefitting from the decision, Mr. Green stated, "The Mayor has relationships with business leaders in the community, I have relationships with business leaders in the community. If I preclude myself from having anybody that I have a relationship with bid on City business then there's not going to be any business in the City. That's just the facts of life. We have relationships – not improper relationships – Mr. Perez [PSC Regional Director] at the time was a very good friend of mine.[4] That doesn't mean that I got any special benefit – I didn't get a special benefit. He didn't get any special benefit."

"One of the strengths, by the way, of a security firm, you want to have somebody who's spending a lot of time in the City and knows the City really well and knows what we're looking for."

City Purchasing Director Hayden and the City Attorney wanted to put the security contract out for bid. "Going through the process would have been the easiest thing to do. I'm more of a practical person. Why are we going to make all these firms go out and do this when you'd have to write in the RFP that you want one firm? They understood my argument but they still wanted it put out for bid."

Mr. Green was asked, "Did your friendship with Mr. Perez have any influence on your decision to go with PSC?" Mr. Green answered, "No, I don't think so." Mr. Green was then asked, "Do you have any knowledge that Mayor James's personal friend - - " Mr. Green interrupted, "You'd have to ask him that. My answer to that question is, we were – myself and Mr. James heard from a number of people in the business community how they liked how Mr. Perez operated his

[4] Mr. Green was forthright regarding his friendship with Mr. Perez. He admitted that he socialized on a cruise with Mr. Perez for a birthday party. They all paid their own way. On other occasions, Mr. Green sometimes paid the bill, Mayor James sometimes paid, and Mr. Perez sometimes paid.

business and that he did a good job on behalf of the City. Not only from him but also from....I do not have any personal knowledge that Mayor James received anything from Mr. Perez in exchange for him picking PSC for the contract." Mr. Green reiterated that he did not receive anything.

According to Mr. Green, Mayor James did not tell him to do this. Mayor James and the police chief thought it made sense. As a group, the three decided it would solve the City's problem.

In summation, Mr. Green stated:

- We wanted to consolidate all of our security concern into one service;
- I went through the contracts and the only way I see to solve this problem is to have one firm and right now that can only be accomplished by going with PSC and we can revisit the issue in two years. But, right now if you want to do it, this is the only way to do it. They all thought it made sense.
- The logical means to secure one company, was to piggy-back onto PSC's contract with the DDA.
- Mr. Green reiterated that if the companies were reversed and PSC's contract was expiring and Giddens' contract was effective for two more years, Giddens would have been the City's sole-source choice.

Other Witnesses:

Mr. Green could not provide the names of anyone else, other than Willie Perez, who could provide a different perspective on the subject.

Willie Perez was scheduled to provide a statement after Mr. Green's interview. At the appointed time, Mr. Perez requested Investigator Malone and the Advocate speak to his attorney, Leonard Feurer. Mr. Feurer represented Mr. Perez in this matter when his deposition was taken by the Commission's former Investigator, Kathleen Mann.

A conference call was held with Mr. Feurer in which he advised that Mr. Perez stands by the information he provided during his previous deposition, and he now has nothing new to add.

The Advocate and Adam Giddens, Giddens' Chief Financial Officer and Complainant in this case, had spoken previously about this matter and, at that time, Mr. Giddens could not provide the names of additional witnesses. He had no other witnesses. For this supplemental investigation,

the Advocate made numerous and repeated attempts to contact Mr. Giddens again to talk about this case. Mr. Giddens never responded to any voicemail messages or emails from the Advocate.

Conclusion:

Based on the preliminary investigation, the Advocate's additional inquiries preceding the Motion to Dismiss Complaint, and the supplemental investigation conducted by Investigator Malone and the Advocate, the findings of fact are:

> 1. Respondent Mayor Keith James was at all times relevant herein a public officer.
>
> 2. Respondent performed his official duties when handling the award of a City-wide security guard contract to PSC.
>
> 3. There is insufficient evidence that Respondent's actions were taken to secure a special privilege, benefit or exemption for himself or others, specifically Mr. Perez.
>
> 4. There is insufficient evidence that Respondent acted corruptly, that is, with wrongful intent and for the purpose of benefiting himself or another person from some act or omission which was inconsistent with the proper performance of public duties.

The evidence fails to prove the elements for a violation of Section 112.313(6), Florida Statutes. If Mr. Perez's friendship with Respondent played a role in Respondent's decision to urge approval of the security guard contract to PSC, the facts are not strong enough to meet the clear and convincing burden of proof. Nonetheless, Respondent's ability to be an objective decision-maker did not appear to be compromised or impaired by his own interests, or the interests of Mr. Perez. The record indicates that Respondent had other sound reasons to encourage the selection of PSC for security services. Accordingly, it is highly likely that Respondent would have urged the same selection even if he did not have a friendship with Mr. Perez. Respondent's selection appears

to have been made with the public's best interest at heart, not the interest of PSC employee Mr. Perez.

Respondent's approval of a security contractor was not required nor did he make the final decision. Good and sufficient reasons existed for the City Commission to award the contract to PSC. The City Commission unanimously voted to approve PSC, after public discussion. (See, Exhibit A, attached to the ROI, City of West Palm Beach minutes of regular City Commission meeting).

WHEREFORE, based on the foregoing, the Advocate respectfully recommends dismissing the matter due to insufficient evidence to support a violation of the Ethics Law. This motion is made in good faith.

RESPECTFULLY SUBMITTED the 30th day of October, 2023.

ELIZABETH A. MILLER
Advocate for the Florida
Commission on Ethics
Florida Bar No. 578411
Office of the Attorney General
The Capitol, PL-01
Tallahassee, Florida 32399-1050
(850) 414-3300, Ext. 3702
Elizabeth.miller@myfloridalegal.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this document has been sent to Counsel for Respondent, Ronald G. Meyer, Esquire, Meyer, Blohm and Powell, P.A., Post Office Box 1547, Tallahassee, Florida 32302, rmeyer@meyerblohmlaw.com, via email only, on the 30th day of October, 2023.

Elizabeth A. Miller

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

In re: Keith James,

Respondent. **Complaint No. 19-180**

_____/

ADVOCATE'S MOTION TO DISMISS COMPLAINT

COMES NOW, Advocate for the Florida Commission on Ethics (Commission), and moves the Commission to Dismiss the pending complaint and as good grounds states:

1. Keith James (Respondent) serves as the Mayor of the City of West Palm Beach (City).

2. The case involves a no-bid contract for security services awarded to Professional Security Consultants (PSC) after the existing contract for such services with Giddens Security Corporation (Giddens) was terminated.

3. Respondent is alleged to have violated Section 112.313(6), Florida Statutes, by urging the award of a no-bid security contract to PSC because the company is operated by one of his friends.

4. In early 2019, under Mayor Jeri Muoio, the City issued two solicitations. One Request for Proposal (RFP) was for "Roving Security Ambassador Services" and the second was for "Unarmed Security Guard Services."

5. On April 4, 2019, Respondent took office as the newly elected West Palm Beach Mayor and Chief Executive Officer.[1] Upon assuming office, Respondent appointed a new police chief.

[1] Prior to being elected Mayor for a four-year term, Respondent had served as a City Commissioner since 2011.

EXHIBIT
A
Attachment to 2nd Motion

6. Then-City Administrator Jeff Green and Respondent agreed to allow Frank Adderley, the newly hired police chief, to evaluate the City's security services process.

7. With that in mind, on April 15, 2019 at the direction of City Administrator Green, the City's Procurement Director, Frank Hayden, sent a letter to six of the proposers, including PSC, stating that they were "disqualified from the award process" for failure to meet one of the minimum requirements and the two RFPs were cancelled. On April 18, 2019, Procurement Director Hayden sent another letter to "All Proposers" advising that the City was cancelling both RFPs but intends to re-issue a solicitation in the near future; however, the process never resumed.

8. After consultation with Respondent, Chief Adderley, and the deputy police chief, City Administrator Green concluded it was best for the City to have one security firm oversee all areas of the City, rather than the existing arrangement of contracting with multiple firms. Having multiple security firms caused problems, inconveniences, and was confusing to the residents, the City, and the police. Additionally, the City was not satisfied with the current services provided by Giddens, whose contract was to expire on September 30, 2019.

9. City Administrator Green opined that having cohesive security services throughout the City with a single firm would be cost effective.

10. Respondent denied playing an active role in the discussions regarding security guard services.

11. On August 26, 2019, Procurement Director Hayden terminated all agreements with Giddens, effective September 30, 3019.

12. At the September 9, 2019 City Commission meeting, Procurement Director Hayden gave a PowerPoint presentation titled, "Benchmark Study," regarding security services, and following extensive discussion and public comments, City Commissioners voted

unanimously to approve Resolution No. 290-19 which, "grants a waiver of the Procurement Code requirements and approves a Security Services Agreement with Professional Security Consultants for a term of three years, with an option to extend for an additional two years." Respondent did not vote on the Resolution; however, he spoke in favor of awarding the contract to PSC and recommended that the Commissioners vote to approve the Resolution.

13. Respondent, City Administrator Green, Police Chief Adderley, and Commissioner Joe Peduzzi socialize with PSC Senior Regional Director Willie Perez. All recommended hiring PSC to handle security City-wide.

14. On September 19, 2019, Giddens filed a lawsuit against the City claiming, among other allegations, bias, favoritism, collusion, and/or other unethical or illegal activity by the City through its staff, Mayor, and/or Commissioners. *Giddens Security Corporation vs. City of West Palm Beach*, 50-2019-CA-011890. Numerous individuals were implicated along with Respondent.

15. Shortly thereafter, Giddens filed the instant complaint with the Commission on Ethics and a complaint with the Palm Beach County Office of Inspector General.

16. In the civil lawsuit, the City identified the procurement officer/director, Hayden, as the driving force behind PSC being chosen. According to the City's response to Gidden's Motion for Temporary Injunctive Relief, "the procurement official [Hayden] determined that it was in the best interest of the City to use PSC because only PSC could provide cohesive security services throughout the City." PSC was "already in contract with the Downtown Development Authority...."[2] The City continued, "[t]he Procurement Official chose to use the process" and "[t]he procurement official presented his recommendation to the City Commission and noted that

[2] Defendant, City of West Palm Beach's Response to Plaintiff's Motion for Temporary Injunctive Relief, pp. 3, 4.

prior RFPs for security guard services had been withdrawn to allow the new City Chief of Police to review overall security for the City."[3]

17. Sworn affidavits from Police Chief Adderley and Procurement Director Hayden were filed with the Court as part of the City's response to the lawsuit. Chief Adderley stated, "the contract with PSC will aid the Police Department in providing security and safety to the public." Exhibit "A."

18. In his sworn affidavit, Hayden, former-Director of Procurement, stated, PSC is "the only company practicable that could meet the City's needs because PSC was already under contract..." and "the contract with PSC will provide cohesive security services throughout the City. The contract with PSC is in the best interests of the City and is both equitable and economical." Exhibit "B."

19. Subsequent to the civil lawsuit being filed, the contract with PSC was rescinded and the matter put out for competitive bid.

20. Respondent directed the newly appointed City Administrator Faye Johnson to study the matter. Respondent explained the situation as follows:

> "New information obtained by Interim City Administrator Faye Johnson leads me to believe that we need to take a fresh look at the process for selecting the security provider and put the contract out to bid. The public's trust and confidence in the contract selection process and in their city government is paramount. I look forward to the process playing out, in the interest of full transparency and to ensure the contract is above reproach. I am genuinely grateful to Ms. Johnson for her review."

21. Once the bidding process began, the Inspector General closed its complaint on the matter without investigation.

---

[3] *Id.*

22. On September 27, 2019, the Court denied the Motion for Temporary Injunction, without prejudice.

23. On August 25, 2020, Giddens voluntarily dismissed its lawsuit against the City.

24. Around or on November 17, 2020, the West Palm Beach City Commissioners voted 4-to-1 to approve the contract with PSC.

25. Respondent's overall concerns appeared to be first and foremost how best to protect the public's safety through the collaboration and cooperation of its security services. Notwithstanding an acknowledged friendship between PSC Director Perez and Respondent, the facts support PSC being best suited and the sole source to provide security services for the City of West Palm Beach, through an existing contract with another entity.

26. Numerous City officials and employees were involved one way or another in the contract award to security company PSC: Respondent, Police Chief Adderley, Purchasing Agent Josephine Grosch, Procurement Director Hayden, City Procurement Supervisor Nathaniel Rubel, City Attorney Kimberly Rothenburg, Deputy City Attorney Urcheck, then-City Administrator Green, current-City Administrator Johnson, and five City Commissioners.

27. Based on the Commission's Report of Investigation, the Advocate recommended a finding of no probable cause to believe that Respondent violated Section 112.313(6), Florida Statutes, by urging the award of a no-bid security contract to a company operated by one of his friends. The Commission rejected Advocate's recommendation and issued an Order Finding Probable Cause.

28. For a violation under Section 112.313(6), Florida Statutes, it must be established that Respondent *corruptly* used his public office to secure a special privilege, benefit, or exemption

for himself or others. In other words, Respondent's actions must have been done with a wrongful intent which was inconsistent with proper performance of his public duties. §112.312(9), Fla. Stat.

29. To prepare the case for a final hearing at the Division of Administrative Hearings, the Advocate spoke with potential witnesses who would be called to testify at the final hearing: the West Palm Beach Inspector General, West Palm Beach City Commissioners Kelly Shoaf and Joe Peduzzi (members who were serving at the time), Administrator Johnson, and Police Chief Adderley. In addition, the Advocate read all the documents filed in the civil lawsuit.

30. The witnesses' comments to Advocate included, but are not limited to, "the optics looked bad and the situation could have been handled differently." Shoaf, Peduzzi, and Adderley supported the decision to award the contract to PSC and are pleased with the services being provided to the City. None of the potential witnesses expressed that Respondent acted improperly. Commissioner Peduzzi stated that he would have filed an ethics complaint himself if there had been anything inappropriate about Respondent's actions or the process.

31. Administrator Johnson was the most vocal critic of the situation. She advised the Advocate that she was new to the job. Even though she had 13 years of experience in county government administration and 17 years in city government, she was not yet familiar with the City's procurement process. In that context, she advised, "I questioned the process" and whether the contract had "to go out to bid." When asked if Mayor James influenced the decision to give a no bid contract to PSC due to certain friendships, Administrator Johnson answered emphatically, "absolutely not."

32. Some of the information provided herein is newly discovered, while some clarifies what was in the Report of Investigation.

33. None of the potential witnesses say that Respondent's conduct was done with wrongful intent or that the act or omission was inconsistent with the proper performance of his public duties. *Blackburn v. State Commission on Ethics*, 589 So. 2d 431 (Fla. 1st DCA 1991).

34. In sum, there is no evidence of wrongdoing by Respondent and the Advocate found no witnesses who believed Respondent misused his public office.

35. It would not serve the public's interest to prosecute this case.

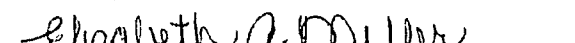
WHEREFORE, it is respectfully suggested that, in light of the potential testimony, the ethics complaint against Respondent be dismissed. This motion is made in good faith after due diligence to ascertain the evidence.

RESPECTFULLY SUBMITTED the 23rd day of March, 2022.

ELIZABETH A. MILLER
Advocate for the Florida
Commission on Ethics
Florida Bar No. 578411
Office of the Attorney General
The Capitol, PL-01
Tallahassee, Florida 32399-1050
(850) 414-3300, Ext. 3702
Elizabeth.miller@myfloridalegal.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this document has been sent to Counsel for Respondent, Ronald G. Meyer, Esquire, Meyer, Blohm and Powell, P.A., Post Office Box 1547, Tallahassee, Florida 32302, rmeyer@meyerblohmlaw.com, via email only, on the 23rd day of March, 2022.



Elizabeth A. Miller

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

GIDDENS SECURITY CORPORATION, CASE NO. 50-2019-CA-011890

Plaintiff, DIVISION:

vs.

CITY OF WEST PALM BEACH,

Defendant.

NOT A CERTIFIED COPY

AFFIDAVIT OF FRANK ADDERLEY

STATE OF FLORIDA }SS:
COUNTY OF PALM BEACH }

I, FRANK ADDERLEY, being duly sworn, depose and state the following:

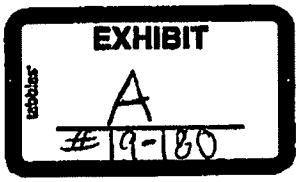
1. I am over 18 and have personal knowledge of the facts stated in this affidavit.

2. I am Chief of the Police Department for the City of West Palm Beach, Florida, and am authorized to make this Affidavit.

3. Security is important to the Police Department, the safety of residents, and the public interest.

4. A security services company is necessary to aid the Police Department in providing security and safety to the public.

5. Having cohesive security services with a unified chain of command throughout the areas set forth in the contract with Professional Security Consultants ("PSC") and the areas covered by the Downtown Development Authority ("DDA") is important to the Police Department.



6. Having a uniformed group of security guards throughout the City is important to the Police Department.

7. Having a unified security process and communication system is important to the Police Department.

8. The Police Department will rely on the security services company selected by the City to provide additional "boots on the ground" and enforce curfews in both the area covered by the DDA and the areas identified in the City contract with PSC.

9. The contract with PSC will aid the Police Department in providing security and safety to the public.

10. It is important to the City of West Palm Beach Police Department that a contract for security services goes into effect on October 1, 2019.

FURTHER AFFIANT SAYETH NAUGHT.

FRANK ADDERLEY
Chief of Police
City of West Palm Beach, Florida

The above Affidavit was sworn to (or affirmed) and subscribed before me this 26th of September, 2019, by FRANK ADDERLEY, Chief of the Police Department of City of West Palm Beach, Florida, who is personally known to me.

Notary Public, State of Florida

My Commission Expires:

Notary Public State of Florida
Sigrid M Vegas
My Commission GG 101019
Expires 08/20/2021

NOT A CERTIFIED COPY

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA

GIDDENS SECURITY CORPORATION, CASE NO. 50-2019-CA-011890

Plaintiff, DIVISION:

vs.

CITY OF WEST PALM BEACH,

Defendant.
_____/

NOT A CERTIFIED COPY

AFFIDAVIT OF FRANK HAYDEN

STATE OF FLORIDA }SS:
COUNTY OF PALM BEACH }

I, FRANK HAYDEN, being duly sworn, depose and state the following:

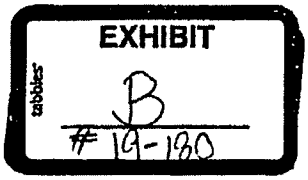
1. I am over 18 and have personal knowledge of the facts stated in this affidavit.

2. I am Director of the Office of Equal Opportunity for the City of West Palm Beach, Florida, and am authorized to make this Affidavit.

3. My previous role was Director of Procurement for the City of West Palm Beach, Florida.

4. A Request for Proposal was previously issued for security guard services in City Hall, the Photographic Museum building, City Plaza, Mandel Public Library, City parking garages, City Municipal Complex, the Water Treatment Plant, the Wastewater Plant, Currie Park, and other City Parks and Youth Empowerment Centers.

5. A Request for Proposal was previously issued for unarmed roving security ambassador services in the Northwood District.



6. Both Requests for Proposals were cancelled to allow the new Chief of Police, Frank Adderley, to review the City's overall security.

7. Based upon an evaluation of the City's overall security needs, the City requires a security services company that can provide cohesive security services throughout all areas of the City of West Palm Beach in which contracted security services are provided.

8. The Downtown Development Authority ("DDA") has already entered into a contract with Professional Security Consultants through September 2022 to provide security services in certain portions of the City.

9. In order to achieve cohesive security services in the remaining areas, the City determined that Professional Security Consultants ("PSC") was the only company practicable that could meet the City's needs because PSC was already under contract with the DDA through September 2022.

10. The procurement department conducted a process to ensure competitive pricing for a contract with PSC by reviewing the DDA's competitively procured contract with PSC, reviewing a competitively procured contract by Pompano Beach CRA with PSC, and examining hourly rates offered by PSC and its competitors.

11. The contract with PSC is the best value for the City and its rates are competitive.

12. The contract with PSC will provide cohesive security services throughout the City.

13. The contract with PSC is in the best interests of the City and is both equitable and economical.

14. The Procurement Code at Section 66-94(a)(3) allows the City Commission to approve contracts that do not otherwise follow other methods specifically set forth in the Procurement Code.

NOT A CERTIFIED COPY

15. I determined that the most open and transparent method for approval of the PSC contract would be the method contained in Section 66-94(a)(3), approval by the City Commission.

16. On September 20, 2019, I executed a single source justification statement to reduce my findings to writing. (Ex. A)

FURTHER AFFIANT SAYETH NAUGHT.

FRANK HAYDEN
Director, Office of Equal Opportunity
City of West Palm Beach, Florida

The above Affidavit was sworn to (or affirmed) and subscribed before me this 26TH of September, 2019, by FRANK HAYDEN, Director of the Office of Equal Opportunity, City of West Palm Beach, Florida, who is personally known to me.

Notary Public, State of Florida

Notary Public State of Florida
Sigrid M Vegas
My Commission GG 101019
Expires 03/20/2021

My Commission Expires:

NOT A CERTIFIED COPY