

RESOLUTION NO. 82-11-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH UNITED SPECIAL PATROL, INC. D/B/A UNITED K9 SPECIAL PATROL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (Town) is a municipality with those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Commission has previously determined that there is a need for security services at its Lake Park Harbor Marina (the Marina); and

WHEREAS, the Town solicited and pursuant to that solicitation received proposals on October 13, 2022, for security services; and

WHEREAS, United Special Patrol d/b/a United K9 Special Patrol (United K9) submitted a proposal in response to the Town's solicitation wherein the United K9 represented that it is qualified, able and willing to satisfactorily provide security services at the Marina; and

WHEREAS, the Town Commission finds that United K9's proposal is acceptable and the Commission has agreed to enter into a contract with United K9; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute the agreement with United Special Patrol, Inc. d/b/a United K9 Special Patrol, a copy of which is attached hereto and incorporated herein as Exhibit 'D'.

Section 3. This Resolution shall take effect upon execution.

The foregoing resolution was offered by \_\_\_\_\_

Who moved its adoption. The motion was seconded by \_\_\_\_\_

And upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	_____	_____
VICE MAYOR KIMBERLY GLAS-CASTRO	_____	_____
COMMISSIONER ROGER MICHAUD	_____	_____
COMMISSIONER JOHN LINDEN	_____	_____
COMMISSIONER MARY BETH TAYLOR	_____	_____

The Town Commission thereupon declared the foregoing Resolution No.       /11/2022  
duly passed and adopted this 16<sup>th</sup> day of November, 2022.

TOWN OF LAKE PARK, FLORIDA

BY: \_\_\_\_\_  
MICHAEL O'ROURKE, MAYOR

ATTEST:

\_\_\_\_\_  
VIVIAN MENDEZ, TOWN CLERK

Approved as to form and legal sufficiency:

BY: \_\_\_\_\_  
THOMAS J. BAIRD, TOWN ATTORNEY

## **CONTRACT FOR SECURITY SERVICES**

This contract for security services at the Lake Park Harbor Marina (Contract), is made this day of \_\_\_\_\_, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the “TOWN”, and United Special Patrol, Inc., dba United K9 Special Patrol, hereinafter designated as the “CONTRACTOR”.

### **RECITALS:**

**WHEREAS**, the TOWN is a municipality with those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations, or other persons; and

**WHEREAS**, the TOWN has previously determined that there is a need for security services at its Lake Park Harbor Marina (the Marina); and

**WHEREAS**, the TOWN solicited and pursuant to that solicitation received proposals on October 13, 2022 for security services; and

**WHEREAS**, the CONTRACTOR submitted a proposal in response to the TOWN’S solicitation wherein the CONTRACTOR has represented that it is qualified, able, and willing to satisfactorily perform security services at the Marina; and

**WHEREAS**, the TOWN has found the CONTRACTOR’S proposal to be acceptable and the Commission has agreed to enter into a contract with CONTRACTOR; and

**WHEREAS**, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT.

**NOW, THEREFORE**, the TOWN and the CONTRACTOR, in consideration of the benefits flowing from each to the other do hereby agree as follows:

## **Services**

### **I. General**

1. The TOWN shall appoint a representative to determine if the services are being performed in accordance with the contract requirements. The TOWN's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or unsatisfactory.
2. The Contractor shall appoint a representative to serve as liaison between the contractor and TOWN's representative.
3. Contractor shall present to the TOWN, one week prior to commencement of contract, the names, licenses, and qualifications of the personnel assigned to work as security officers under this contract. The TOWN shall be notified, in advance, of any staffing or personnel changes made to the work roster at the marina.
4. Contractor shall patrol the premises utilizing a "Security Guard Tour Monitoring Tracking System" or approved equivalent furnished by contractor that shall provide mapping logs of officers' daily tours along with a Daily Activity Report of that day's tour.
5. Contractor shall provide Marina via email or other electronic means with a legible Daily Activity Report and incident reports after completion of each shift. All logs or incident reports shall be typed in standard business English and shall be completely legible, and must include documentation that all rounds were completed as required herein.
6. The contractor shall provide all supervision, labor, tools, vehicles, and equipment necessary to complete all services.
7. Security guards shall be awake and alert at all times, and able to respond to alarms and emergency situations without delay. Prohibited activities shall include but not be limited to: abandoning an assigned post without proper approval or relief; sleeping; consumption of alcohol or prohibited substances; patrolling with unauthorized persons while in the performance of their regular duties.

### **II. Contractor Requirements**

1. The contractor shall provide all management, supervision, labor, materials, vehicles (**including golf cart**) necessary to provide full building and site security services as described herein for the Marina, including, but not limited to, the following duties and tasks:
  - A. **Licensure:** Contractor and all agents and employees must be licensed by the Florida Department of Agricultural and Consumer Services, Division of Licensing as required by Florida Statutes Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.
  - B. **Security**
    - Contractor shall provide one (1) on-site, uniformed security guard with golf cart at the Marina during the shift hours noted herein. The marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April 1 through October 31). During the winter months (November 1 through March 31) from 8:00 PM until 6:00 AM. The Town of Lake Park reserves the right to add other possible locations, and to modify the required hours of service during the term of the contract.
    - The on-site security guard is required to make and electronically document (using a "Security Guard Tour Monitoring Tracking System" or approved equivalent) one (1) round of the premises during each shift. The mapping log illustrating these rounds along with a Daily Activity Report must be submitted to the Marina Representative at the conclusion of every shift.
    - Contractor shall follow Marina security procedures including clocking in and out, opening and closing, the route to be followed, emergency notification protocols, etc.
  - C. **Safety / Training**
    - The contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR and AED operation, and general emergency procedures. In the event of a confrontation with members, no force shall be permitted. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated law enforcement

arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina representative by the contractor and reviewed by the TOWN on a case by case basis.

- The contractor shall provide to all of its employees serving at the Marina training in the following areas: general duties, patrol procedures, communication, safety, first aid, legal issues, and emergency procedures (fire, medical, disaster, vessel sinking, etc.). The contractor shall provide supervisory training to all supervisors responsible for Marina security guards.
- Training shall be provided in accordance with industry standards, and shall include such areas as conflict resolution, customer service, sensitivity, and use of force

#### **D. Emergencies**

- All calls of an emergency nature must be reported to the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) by calling 911. Security guards must carry with them at all times the communications devices necessary to make these emergency calls.
- Contractor shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Director/Dockmaster to report emergencies, unusual situations (i.e. trespassing, vandalism, vessel & building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, fuel spill, alarms, etc.).

#### **E. Uniforms/Equipment**

1. The contractor shall provide the following items for security service:

- Complete uniforms for personnel that present a professional image. The uniforms shall be of consistent color, appearance, and in good condition. The uniform shall only be worn on Marina property when the security guard is on official duty or in transit between residence and the job site.
- Communication between security guards and Marina management is required. Cell phones shall be provided to security guards by contractor at no expense to the TOWN.
- Use of TOWN property (including telephones, camera equipment, etc.) shall be used for official business in the performance of the contract only. TOWN property shall not be used for any manner of personal advantage, business gain, or other personal endeavor by the contractor or the contractor's agents or employees. The contractor shall take all necessary measures to protect and secure the TOWN's property.

#### **F. Required Security Guard Qualifications**

1. Personnel shall be able to perform the duties and responsibilities of a security guard and be professionally mature to perform security guard duties as prescribed. The following requirements shall not be considered to be all-inclusive but are to be used as minimum guidelines for the quality and experience level of the security guard required for this contract.

- A minimum of two (2) years of employment as a security guard;
- Ability to deal effectively with all segments of the public; relate well to people; and remain courteous and professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experience and professional maturity to enable them to make accurate and concise observations;
- Ability to respond calmly and appropriately to emergency situations and determine a proper course of action;
- Ability to recognize dangerous or potentially dangerous situations and to take effective action;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to communicate orally and in writing using standard business English;
- Ability to work outside in all weather conditions;
- Ability to maintain accurate records;
- Ability to work without close supervision and to make independent, logical, professional decisions;

- Documentation that the security guard has passed a criminal background investigation. The Town of Lake Park reserves the right to review the history of each security guard assigned to ensure that the background investigation has been conducted satisfactorily;
- Certification in first aid, CPR and use of automated external defibrillator (AED).

**G. Pre-Commencement Meeting**

1. A mandatory pre-commencement meeting shall be held prior to the start of the contract. The contractor shall offer to the TOWN their plan for providing optimum security coverage for the Marina property, its customers and vessels, and the public. The scope of responsibility and authority of the security guards posted shall be reviewed. The contractor shall immediately notify the TOWN of any deviation from the agreed upon security plan.

**H. Enforcement**

- All security services performed and equipment provided for this work shall be subject to review and inspection by the TOWN. The TOWN reserves the right to inspect ongoing security during any period for quality assurance purposes.
- The TOWN shall reserve the right to determine whether an adequate level of security and supervision is being maintained. Services found to be deficient or incomplete or not accomplished as required by contract will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in a timely manner shall constitute sufficient cause for contract termination.
- The TOWN has the authority to point out deficiencies in service and require corrective action by the contractor, including but not limited to additional training, or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to contractor for corrective action.

**I. Post-Award Review**

- Prior to performance commencing under the contract, the Marina Director/Dockmaster and the contractor shall conduct an on-site in-depth review of the contract requirements to include, but not be limited, to the following:
  - A. Policies and specific procedures for responding to emergency alarms and situations; natural disasters; HAZMAT; and medical emergencies at the marina.
  - B. Floor plans and aerial maps of the facilities and property showing alarm systems, utility shut-off valves and switches, and special instructions pertaining to security controls.
  - C. Requirements for contract security guard and supervisor eligibility such as training and safety requirements, prior approval requirements, and proper uniform code.
  - D. Patrol and post requirements and procedures.

**Term**

- I. Unless extended or terminated, the term of this contract shall commence upon the execution by both parties and shall continue for a term of two (2) years, with three (3) one year options to renew by either party.

**Compensation**

- I. Compensation shall not exceed \$ 21.00 per hour for regular service and \$ 31.50 per hour for holidays which shall be invoiced to the TOWN by the CONTRACTOR on a monthly basis. Such invoices must make reference to the Purchase Order number authorizing the service. All services are subject to inspection prior to payment by the TOWN. Services that do not meet the scope of work will be rejected.

## **Insurance Requirements**

- I. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum amounts of liability:
  - WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS' LIABILITY LIMITS shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
  - COMPREHENSIVE GENERAL LIABILITY with the minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
  - BUSINESS AUTO LIABILITY with minimum limits of One Million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.
- II. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.
- III. All certificates of insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN, at its discretion, may require the CONTRACTOR to provide a complete certified copy of the insurance policy(s).
- IV. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the state of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.
- V. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.
- VI. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional insured shall not apply to TOWN.
- VII. Violation of the terms of this section shall constitute a material breach of the Contract by CONTRACTOR and the TOWN, at its sole discretion, may cancel the contract and all rights, title, and interest of the CONTRACTOR shall thereupon cease and terminate.

### **Indemnification**

- I. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants, or employees.
- II. The CONTRACTOR is not required to indemnify the TOWN, its elected officials, agents, servants, or employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants, or employees. The terms of this section shall survive completion of all services, obligations, and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- III. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR.
- IV. Nothing in this Contract shall be construed to be intended as a waiver of the sovereign immunity conferred upon the TOWN by § 768.28, Florida Statutes.

### **Personnel**

- I. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- II. All of the services required hereunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized, or permitted under state and local law to perform such services.
- III. The CONTRACTOR warrants that all services shall be performed by skilled, licensed, and competent personnel to the highest professional standards in the field.
- IV. All of the CONTRACTOR'S personnel while on TOWN'S premises, shall comply with all of TOWN'S requirements governing conduct, safety, and security.

### **Governing Law and Venue**

- I. The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

### **Contract Amendments**

- I. This Contract may only be amended by a written amendment executed by both of the parties.



### **No Assignment**

- I. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without obtaining the prior written authorization of the TOWN.

### **Attorney's Fees**

- I. If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

### **Compliance with Laws**

- I. The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

### **Independent Contractor Status**

- I. The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to perform similar services to others.

### **Integration**

- I. This Contract states the entire understanding between the parties and supersedes any written or oral representation, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements, or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors of interest.

### **Termination for Convenience of Town**

- I. Upon thirty (30) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. In the event the CONTRACTOR elects to terminate the Contract, it shall give the TOWN sixty (60) calendar days written notice of its intention to do so by certified mail, return receipt requested.

### **Non-Exclusivity**

- I. The award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such actions to be in the TOWN'S best interest.

**Funding**

- I. In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

**Right to Audit**

- I. The TOWN reserves the right to audit the CONTRACTOR'S records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

**Public Entity Crimes**

- I. As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its employees, affiliates, suppliers, subcontractors, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

**Notices**

- I. All notices to the TOWN shall be sent to the following address:

Attention: Lake Park Harbor Marina Director  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

All invoices to the TOWN shall be sent to the following address:

Attention: Accounts Payable, Finance Department  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

All notices to the CONTRACTOR shall be sent to the following address:

---

---

---

---

## **Public Records**

- I. With respect to public records, the Consultant/Vendor is required to:
- Keep and maintain public records required by the TOWN to perform the service.
  - Upon request of the TOWN'S custodian of public records, provide the TOWN with such records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
  - Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following the completion of this Agreement if the Consultant/Vendor does not transfer the records which are part of this Agreement to the TOWN.
  - Upon completion of the terms of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the Consultant/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant/Vendor transfers all public records to the TOWN upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Consultant/Vendor keeps and maintains public records upon the completion of the term of the Agreement, the Consultant/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
  - IF THE CONSULTANT/VENDOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Town Clerk, 535 Park Avenue, Lake Park, FL 33403; (561) 881-3311; or at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

## **Waiver**

- I. Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time.

## **Preparation**

- I. This Contract shall not be construed more strongly against either party regardless of who was responsible for its preparation.

## **Severability**

- I. Should any part, term, or provision of this Contract be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month, and year first above written.

ATTEST

**THE TOWN OF LAKE PARK**

By: \_\_\_\_\_

Vivian Mendez, Town Clerk, CMC

By: \_\_\_\_\_

Michael O'Rourke, Mayor

APPROVED AS TO FORM, AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Thomas J. Baird, Town Attorney

**CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

(Notary Seal)

\_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_