

RESOLUTION 17-03-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE VICE-MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR SECURITY SERVICES BETWEEN THE TOWN OF LAKE PARK AND UNITED SPECIAL PATROL INC., D/B/A UNITED K9 SPECIAL PATROL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (hereinafter the "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and United Special Patrol Inc. d/b/a United K9 Special Patrol (hereinafter "Contractor") entered into an Agreement whereby Contractor provides the Town with certain security services at the Lake Park Harbor Marina (hereinafter "Agreement"); and

WHEREAS, the Contractor and the Town have has agreed to amend the Agreement (the First Amendment) whereby the Contractor has agreed to assign uniformed security guards to lock and unlock the restrooms and tennis courts at Lake Shore and Kelsey Parks when the parks close at 10:00 p.m. each day of the year, and unlocking the restrooms and tennis courts at 6:00 a.m. on Saturday and Sunday and Town holidays; and

WHEREAS, the First Amendment would also provide that the compensation for the provision of security services at the Lake Park Harbor Marina and to assign a uniformed security guard whose duties shall include locking the restrooms at Lake Shore and Kelsey Parks when such parks close at 10:00 p.m. each day of the year and unlocking the restrooms at 6:00 a.m. on Saturday and Sunday and Town holidays; shall not exceed \$21.00 per hour; and

WHEREAS, all other provisions of the Agreement shall remain the same.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby authorizes and directs the Vice-Mayor to execute the First Amendment to the Agreement for security services between the Town and the Contractor, a copy of which is attached hereto and incorporated herein as Exhibit A.

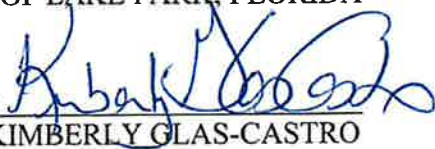
Section 3. This Resolution shall become effective upon execution.

The foregoing Resolution was offered by Commissioner Taylor, who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>1</u>	<u>—</u>
COMMISSIONER JOHN LINDEN	<u>1</u>	<u>—</u>
COMMISSIONER ROGER MICHAUD	<u>Absent</u>	<u>—</u>
COMMISSIONER MARY BETH TAYLOR	<u>1</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution 17-03-23 duly passed and adopted this 1 day of March, 2023.

TOWN OF LAKE PARK, FLORIDA

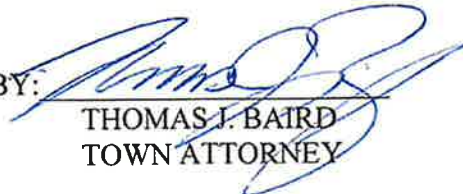
BY: 
KIMBERLY GLAS-CASTRO
VICE-MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND UNITED SPECIAL PATROL, INC. D/B/A UNITED K9 SPECIAL PATROL

THIS FIRST AMENDMENT to the Agreement between the Town of Lake Park (Town), 535 Park Avenue, Lake Park, Florida 33403 and United Special Patrol, Inc. d/b/a United K9 Special Patrol (Contractor), 535 Royal Palm Beach Blvd., Royal Palm Beach, Florida 33411 (the Agreement) , is entered into this 1 day of March, 2023.

RECITALS

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

WHEREAS, the Town and Contractor entered into the Agreement whereby Contractor agreed to provide certain security services to the Town at the Lake Park Harbor Marina (Marina); and

WHEREAS, Contractor has agreed to provide additional security services at Lake Shore and Kelsey Parks based upon the hourly rate of \$21.00 which is the same hourly rate as is contained in the Agreement; and

WHEREAS, the Town and Contractor have agreed to amend the Agreement to provide additional security services, specifically, the responsibility of locking the public restrooms at Lake Shore and Kelsey Parks each evening and unlocking those restrooms on Saturday, Sunday, and Town holiday mornings; and

WHEREAS, all of the other terms contained in the Agreement remain applicable.

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

I. Contractor Requirements

1. Section I.1.B of the Agreement is amended to as follows:

I. Contractor Requirements

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

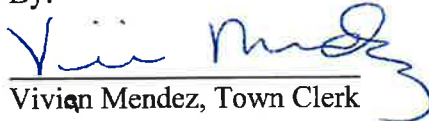
- Contractor shall provide one (1) on-site, uniformed security guard with golf cart at the Marina during the shift hours noted herein. The marina security services hours of operation shall be from 10:00 PM until 6:00 AM Monday through Sunday during the summer months (April 1 through October 31). During 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 Contractor shall assign uniformed security guards to lock and unlock the restrooms and tennis courts at Lake Shore and Kelsey Parks at hours and days as directed by the Town. Such services shall be billed at Contractor's current hourly rate of \$21 per hour. Contractor shall bill the Town for one hour of service for those days that the public restrooms and public tennis courts need to be unlocked, and for one half hour for those days when the restrooms and tennis courts are to only be locked at night.
- 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.

IN WITNESS THEREOF, the parties hereto have made and executed this First Amendment to the Agreement on this 1 day of March, 2023

TOWN OF LAKE PARK

ATTEST:

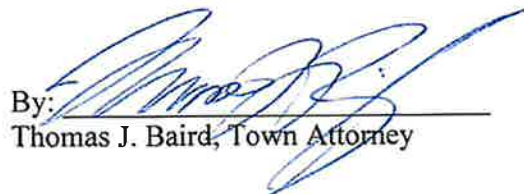
By:


Vivian Mendez, Town Clerk

By:


Kimberly Glas-Castro, Vice Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Town Attorney



CONTRACTOR: UNITED SPECIAL PATROL D/B/A
UNITED K9 SPECIAL PATROL:

By: William Hummer
Its: Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ✓ physical presence or
online notarization this 8th day of March, 2023 by William Hummer of United
Special Patrol, Inc. d/b/a United K9 Special Patrol, a Florida corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ as identification

(Notary Seal)



Donna Pirrotta
Notary Public of Florida

DONNA PIRROTTA