

RESOLUTION NO. 91-12-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH VETTED SECURITY SOLUTIONS, INC TO INSTALL A VEHICLE LICENSE PLATE RECOGNITION SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Commission has determined that there is a need for Vehicle License Plate Recognition cameras and technology to further the public’s health, safety, and welfare; and

WHEREAS, the Palm Beach County Sheriff’s Office (PBSO) exclusively utilizes a Vehicle License Plate Recognition (LPR) system from Vetted Security Solutions, Inc. (the “Contractor”); and

WHEREAS, the PBSO’s exclusive use of the Contractor’s LPR system extends to all LPR locations managed by the PBSO; and

WHEREAS, the PBSO’s exclusive use of the Contractor’s LPR system is due to several unique proprietary technologies that make the system more effective and functional; and

WHEREAS, because the Town’s LPR system IS managed by the PBSO, it must be compatible with its County-wide system; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into sole source contracts if the good and/or service being procured is available only from one source of supply; and

WHEREAS, pursuant to PBSO, the Contractor's is considered to be a sole source for the LPR system; and

WHEREAS, the Contractor is qualified and able, and has agreed to provide and install an LPR system for the Town in an amount of \$285,395.00; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into an agreement with Vetted Security Solutions, Inc.

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 Vetted Security Solutions, Inc., a copy of which is attached hereto and incorporated herein as Exhibit 'I'.


Section 3. This Resolution shall take effect upon execution.

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> </u>
COMMISSIONER ANNE LYNCH	<u> / </u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 91-12-18 duly passed and adopted this 5 day of December, 2018.

TOWN OF LAKE PARK, FLORIDA

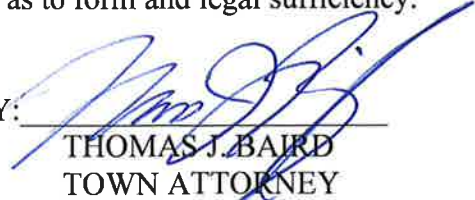
BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**AGREEMENT FOR THE DESIGN, PROVISION, AND INSTALLATION OF A VEHICLE
LICENSE PLATE RECOGNITION SYSTEM BETWEEN**

**THE TOWN OF LAKE PARK, FL
AND
VETTED SECURITY SOLUTIONS, INC. (THE CONTRACTOR)**

THIS AGREEMENT TO PROVIDE A LICENSE PLATE RECOGNITION SYSTEM (the Agreement), is made this 5 day of December, 2018, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and Vetted Security Solutions, Inc., a Florida Corporation with an address of 621 Monte Cristo Boulevard, Tierra Verde, Florida, 33715 ("Contractor").

RECITALS:

WHEREAS, the Town is a municipality and given those powers and responsibilities 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 who provide services to the Town; and

WHEREAS, the Town Commission has determined that there is a need for a Vehicle License Plate Recognition (LPR) system, which includes necessary cameras and technology to further the public's health, safety, and welfare, and

WHEREAS, the Palm Beach County Sheriff's Office (PBSO) exclusively utilizes the LPR system designed and provided by Vetted Security Solutions, Inc.; and

WHEREAS, once installed, the Town's LPR system will be managed by the PBSO; and

WHEREAS, in order to facilitate PBSO's management of the Town's LPR system, it must be compatible with the PBSO's LPR system; and

WHEREAS, the Contractor provided the Town with a proposal to design, provide, and install an LPR system that is compatible with the PBSO to manage its system, and the Contractor represented that it is qualified, able and willing to satisfactorily provide the services; and

WHEREAS, the Town and the Contractor propose to enter into this Agreement, and the Town has budgeted funds in its 2018-2019 fiscal year budget which are available for the funding of this Agreement;

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

1. The recitals are incorporated herein.

2. LIST OF EXHIBITS

The following exhibits are made a part hereof and incorporated as terms of the Agreement:

EXHIBIT 'A' - Contractor proposal to design, provide, and install LPR assets in the Town.

EXHIBIT 'B' - Forms to be executed and submitted by Contractor prior to the commencement of the design and installation of the LPR system.

3. RESPONSIBILITIES OF THE CONTRACTOR – SCOPE OF WORK

- 3.1 Contractor shall provide all services and items required to complete the Scope of Work as identified in **Exhibit A**.
- 3.2 Contractor shall organize and hold a pre-commencement meeting with Town's Public Works Director or his designee to finalize the schedule for the Scope of Work identified herein.
- 3.3 Contractor shall complete the Scope of Work in full accordance with the timelines therein, only after being issued a notice-to-proceed, in the form of an officially executed Purchase Order from the Town.
- 3.4 Contractor shall maintain safe and efficient site conditions at all times during construction in accordance with all federal, state, and local government safety standards.

4. RESPONSIBILITIES OF TOWN

- 4.1 The Town's Public Works Director (the Director) shall be the Town's representative for purposes of administering the Town's responsibilities pursuant to the Agreement. The Director shall review the final installation to make sure it conforms with the Scope of Work set forth in Exhibit A.
- 4.2 The Director shall reasonably assist the Contractor with any Maintenance-of-Traffic (MOT) needed to complete the Scope of Work.
- 4.3 The Director provide a secure staging area for the delivery of the LPR equipment delivery.
- 4.4 The Director shall work with the Contractor to provide any communication devices which may be necessary for the LPR system to function properly.

5. PRICING

Pricing for the design, provision, installation and set-up of all fixed LPR components, and one mobile LPR trailer, as more fully detailed in Exhibit A, is \$277,395.00. No price adjustments or modifications are allowed unless mutually agreed to in writing by both the Town and Contractor.

6. PUBLIC RECORDS

With respect to public records, the Contractor is required to:

- 6.1 Keep and maintain public records required by the Town to perform the service.

- 6.2 Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 6.3 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 completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- 6.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor 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.
- 6.5 If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, its duty to provide public records relating to this Agreement, the Contractor should contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

7. INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS

The Contractor shall maintain the following insurance coverages in the amounts specified below during the term of the Agreement and any extensions thereof:

- 7.1 Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with 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 be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- 7.2 The Contractor shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
\$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)

\$1,000,000.00 Products/Completed Operations Aggregate
\$5,000,000.00 General Aggregate
\$1,000,000.00 Personal and Advertising Injury
\$500,000.00 Damage to Premises Rented to You

The Town shall be included as an additional named insured under the Commercial General Liability policy, 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 term of the Agreement, and any extensions thereof. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies. All certificates of insurance shall be subject to the Town's verification and approval as part of the Town's evaluation of the bid or proposal. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+. All insurance required herein shall be maintained during the term of the Agreement.

8. SEVERABILITY, AND TERMINATION

- 8.1 If any term or provision of this Agreement is found to be illegal or unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.
- 8.2 Once the Agreement has been executed, it may be terminated by the Town without cause upon providing Contractor with at least ten (10) calendar days prior written notice.
- 8.3 Should either party fail to perform any of its obligations under this Agreement for a period of twenty (20) calendar days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the Agreement immediately upon delivery of written notice to the defaulting party of its election to do so.

9. INSPECTIONS AND TESTS

The Director may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the Scope of Work of the Agreement.

10 MANNER OF PERFORMANCE

Contractor shall perform its duties and obligations under this Agreement in a professional and workmanlike manner, and in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this Agreement shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

11 MATERIAL QUALITY & BRAND NAMES

All items used in the manufacture or construction of any supplies, material or equipment covered by the Agreement shall be new, not used, or remanufactured. All items installed, and services provided, shall be of the best quality and highest grade workmanship unless otherwise specified herein.

12 GUARANTEE and WARRANTIES

12.1 The Contractor shall use only technically qualified individuals in the performance of this Agreement, and shall perform the services in a workmanlike manner. Further, the Contractor certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Contractor certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its proposal, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

12.2 The Contractor agrees to warranty any and all components of the LPR system, as further defined within Exhibit A, for a period of one year ("Initial Warranty"), with such warranty period commencing once the LPR system has been fully installed, tested, and determined by the PBSO to be fully functional. Contractor agrees that this Initial Warranty shall be provided at no additional cost to the Town, and that if a warranty repair is needed, for any reason, the Contractor shall perform such maintenance or repair within 8 business days after written notification from the Town. Additionally, the Contractor shall provide additional annual warranties of all components for a period of up to five years, at a mutually agreed yearly price.

13 TERM

This Agreement shall be completed and invoiced in accordance with the timeline presented in the Scope of Work (Exhibit A), and after issuance of a Notice to Proceed, which shall be in the form of an officially executed Town purchase order. Once the Agreement start date is established, and a Notice to Proceed has been issued, the Agreement shall be considered in-process as of the start date, and the count as to the number of days for completion of the Scope of Work shall have commenced. Any extension to the number of days agreed to in advance and commencing on the start date referenced in the Notice to Proceed, shall be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension. Delays due to unfavorable weather must be documented and agreed upon by both parties, and upon agreement, such weather delays shall not be included in the count of days for completion.

14 LIQUIDATED DAMAGES

The Contractor shall pay to the Town, as damages for non-completion of any and all warranty, maintenance and repair work, \$100.00 per calendar day for each and every calendar day beyond 8 calendar days after receipt of written notification from the Town of the work request, unless the Town and Contractor mutually agree in writing otherwise.

15 PAYMENT

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a contract is due 20 days after it is stamped as "received" by the Town. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Finance Department, Attention: Accounts Payable, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of the work completed.

16 PAYMENTS TO CONTRACTOR AND COMPLETION

161

The Town may employ an independent third party to perform inspections and approve applications for payments on this project. If the Town does engage an independent third party for the purpose of inspection to assure compliance with the Agreement, the cost shall be borne completely by the Town, unless such inspection determines that the Contractor is negligent in its work, in which case, the full costs of inspection will be borne by the Contractor.

16.2 Final payment shall not be made until all work has been performed and accepted by the Town, and Contractor has passed a final inspection performed by the PBSO. Upon satisfactory completion of the work and the Contractor's submission of a sworn affidavit as evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the Agreement, the Town's engineer or other agent on the project will issue a Certificate of Contract Completion.

17 PERMITS, TAXES, LICENSES

17.1 Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all Town ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this Agreement.

17.2 The Town is exempt from sales tax. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

18 CONFLICT OF INTEREST

The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and F.S. §112.313 Part III are incorporated herein by reference as if fully set forth herein.

19 'DRUG FREE WORKPLACE CERTIFICATION'

In compliance with Florida Statute (Section 287.087), the Contractor agrees to provide the Town with a fully executed 'Drug Free Workplace Certification' form, as found within Exhibit B, prior to commencement of work.

**20. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):
('PUBLIC ENTITY CRIMES')**

The 'Public Entity Crimes' form, as found within Exhibit B, must be fully executed and submitted with this Agreement prior to commencement of work.

21. ANTI-KICKBACK AFFIDAVIT

The anti-kickback affidavit found within 'Exhibit B' must be fully executed and submitted with this Agreement prior to commencement of work.

**22. 'CERTIFICATION OF NONSEGREGATED FACILITIES'
(Office of Federal Contract Compliance Programs (OFCCP). Executive Order 11246, As Amended: Equal Employment Opportunity)**

The 'Certification of Non-Segregated Facilities' form found within 'Exhibit B' must be fully executed and submitted with this Agreement prior to commencement of work.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity, marital status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin. The Contractor shall comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with authorized procedures.

23. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

24. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

25. ENTIRE AGREEMENT

This Agreement, including all Exhibits referred to and hereby incorporated herein, embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter. This Agreement may only be modified by written amendment approved by the Town Commission and executed by the parties hereto.

26. PERFORMANCE BOND

The Contractor shall furnish to the Town a performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury list of Bonding Companies, in an amount at least equal to 100% of the total contract price of \$277,395.00, within ten (10) business days of execution of this contract, as security for the faithful performance of the contract. The Town must receive the performance bond prior to its issuance of an officially executed purchase order, which, as described in Section 3, shall serve as the notice-to-proceed. The Contractor's cost of the bond shall be an allowable cost pass-through.

Signatures, Next Page

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: Vivian Mendez
Vivian Mendez, Town Clerk

By: Michael O'Rourke
Michael O'Rourke, Mayor

TOWN OF LAKE PARK
SEAL

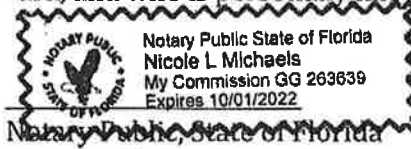
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas J. Baird
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 6 day of NOVEMBER 2018 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)



WITNESSES:

CONTRACTOR

By: David Godfrey II
DAVID GODFREY II
Printed Name

By: Ryan Barnett
Ryan Barnett
Printed Name

By: Scott Owenlan
SCOTT OWENLAN
Printed Name

Title Owner