

RESOLUTION NO. 92-11-19

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 July 30, 2019, 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 '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 Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

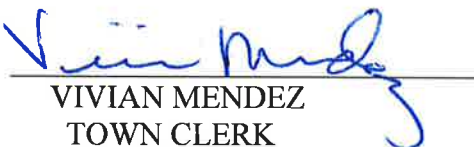
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	___
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	___
COMMISSIONER JOHN LINDEN	<u>✓</u>	___
COMMISSIONER ROGER MICHAUD	<u>Absent</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 92-11-19 duly passed and adopted this 6 day of November, 2019.

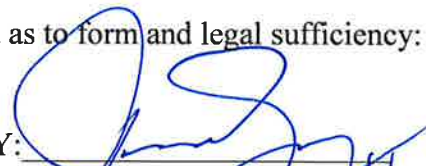
TOWN OF LAKE PARK, FLORIDA

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 November 6, 2019, 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. d/b/a 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 July 30, 2019, 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 provide 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:

1. SERVICES; BUSINESS TAX RECEIPTS; LICENSES

1.1 CONTRACTOR shall furnish all management, supervision, labor, materials, vehicles and equipment, including a golf cart, necessary to provide full building and site security services and shall obtain and maintain such licenses as may be required to perform security services at the Marina.

1.2 CONTRACTOR shall apply for, obtain, and thereafter maintain a current Business Tax Receipt from the TOWN and Palm Beach County prior to providing services under the Contract.

1.3 The CONTRACTOR and all agents and employees shall be licensed by the Florida

Department of Agriculture and Consumer Services, Division of Licensing as required by Florida Statute Chapter 493 prior to commencing work under the Contract and must provide the TOWN with a current copy of such license. 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.

- 1.4 CONTRACTOR shall appoint a representative to serve as liaison between CONTRACTOR and the TOWN's representative.
- 1.5 CONTRACTOR shall present to the TOWN's representative, one (1) week prior to beginning of a work week the names of personnel assigned to do the work for approval.
- 1.6 The TOWN's representative shall be notified, in advance, by the CONTRACTOR each time there is to be a personnel change.
- 1.7 CONTRACTOR shall patrol while utilizing a "Security Guard Tour Monitoring Tracking System" provided by the CONTRACTOR, and shall provide the mapping logs on a daily basis along with the Daily Activity Report,
- 1.8 CONTRACTOR shall provide the Marina Dockmaster via email or other electronic means with a legible Daily Activity Report and incident reports after completion of each shift. All logs and incident reports shall be written or typed in standard business English and shall be completely legible, and must include documentation that all rounds were completed as required pursuant to Sections 1.9, 1.10 and 1.11 as set forth below.

Security:

- 1.9 The CONTRACTOR shall provide one (1) on-site, uniformed security guard at the Marina during the hours herein noted. 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 through October). During the winter months (November through March) security services hours of operation shall be from 8:00 PM to 6:00 AM. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the contract. The CONTRACTOR shall also provide all management, supervision, labor, materials, vehicles and equipment, including a golf cart, necessary to provide full building and site security services as described herein for the Marina.
- 1.10 The on-site security guard is required to make and electronically document (using a "Security Guard Tour Monitoring Tracking System" or other similar equipment) one (1) "round" per hour during the 10:00 PM to 6:00 AM shifts and during the 8:00 PM to 6:00 AM shifts. The mapping log on these "rounds" along with the Daily Activity Reports must be provided to the Marina Dockmaster for each shift.

- 1.11 CONTRACTOR shall follow the Marina security procedures including clocking in and out, opening and closing, the route to be followed, etc.

Safety and Training:

- 1.12 The CONTRACTOR is responsible for instructing all of its employees in certified safety measures, first aid, CPR, automated external defibrillator (AED) operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. 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 enforcement personnel arrives on site. Each incident shall be fully documented in writing and submitted immediately to the Marina Dockmaster by the CONTRACTOR and reviewed on a case by case basis by the TOWN.
- 1.13 The CONTRACTOR will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.), and shall provide supervisory training to all supervisors.

Emergencies:

- 1.14 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.
- 1.15 CONTRACTOR shall also instruct its employees to call the appropriate Town/County/State emergency personnel, and the Marina Dockmaster to report unusual situations such as trespassing, vandalism, vessel and building burglary and invasion, loitering, criminal mischief, unauthorized persons or unusual circumstances, fire, vessel sinking, alarms, etc.

Uniforms and Equipment:

- 1.16 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 will be only worn when the security officer is on official duty or in transit between residence and the job site.
 - Communication between security officers and Marina management is required. Cell phones shall be provided to security officers by the CONTRACTOR at no expense to the TOWN.

- Use of TOWN property (including telephones) shall be used for official business in the performance of the contract only. TOWN property shall not be used in any manner for personal advantage, business gain, or other personal endeavor by the CONTRACTOR or the CONTRACTOR's agents and employees. The CONTRACTOR shall take all reasonable precautions to protect TOWN property.

Required Security Guard Qualifications:

1.17 Personnel shall be able to perform the duties of a security guard and professionally mature to perform security guard duties as prescribed. The following requirements are not all inclusive but are to be used as a minimum guideline for the quality and experience level of the 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 to people well and remain professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experience and professional maturity to enable him or her to make accurate observations;
- Ability to recognize dangerous or potentially dangerous situations and to take effective action;
- Ability to respond calmly and appropriately in an emergency situation and determine a proper course of 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, professionally mature decisions;
- Documentation that the security guard has passed a criminal background investigation. The Town of Lake Park reserves the right to review the

history(s) of each security officer assigned to ensure that the background investigation has been conducted satisfactorily; and

- Certification in first aid, CPR and the use of the automated external defibrillator (AED)

1.13 Pre-Commencement Meeting:

A mandatory pre-commencement meeting shall be held prior to the start of the contract. The CONTRACTOR shall offer the plan for providing optimum security coverage for Marina and related grounds. The scope of responsibility and authority of the guard shall be reviewed. The CONTRACTOR shall immediately notify the TOWN of any deviation from the agreed upon security plan.

1.14 Enforcement:

- All security services performed and equipment provided shall be subject to review and inspection by the TOWN. The TOWN reserves the right to inspect ongoing security during any 24-hour period.
- The TOWN shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the CONTRACTOR for appropriate action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.
- The TOWN has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the CONTRACTOR for corrective action.

1.15 Compliance Failure/Penalty System

- Fines will be assessed for the following violations and infractions of duty. TOWN staff will notify CONTRACTOR in writing of any violations. The amount of such fines assessed shall be deducted from the next subsequent invoice. Security personnel violations and fines per occurrence are as follows:

a.	Sleeping on duty.....	up to \$200.00
b.	Failing to follow post orders.	up to \$200.00
c.	Abandoning post.....	up to \$300.00
d.	Failing to complete incident report...	up to \$100.00
e.	Improper/soiled uniform.....	up to \$100.00
f.	Late for duty.....	up to \$200.00
g.	Failure to show-up for duty.....	up to \$300.00

For each repeat violation of the same offense within the contract term, the fine for the violation shall be increased to \$500.00.

1.16 Post-Award Review:

- Prior to performance commencing under the contract, the Marina Dockmaster and the CONTRACTOR shall make an on-site in-depth review of the contract requirements to include, but not limited to the following:
 - a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies at the marina.
 - b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
 - c. Requirements for contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
 - d. Patrol requirements and procedures.

2. **TERM.**

Unless extended or terminated, the term of this Contract shall commence upon the execution by both parties and shall continue until one (1) year from the anniversary date thereof.

3. **COMPENSATION**

3.1 Compensation shall not exceed \$15.95 per hour 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 specifications set out in the Scope of Work will be rejected. A properly completed invoice must be submitted containing at a minimum:

- (a) Purchase order number and/or contract number.
- (b) CONTRACTOR'S name.
- (c) CONTRACTOR'S Federal Employer Identification Number (FEIN).
- (d) Itemization of services invoiced at the prices stipulated at the time the order was placed.
- (e) Copies of all Daily Activity Reports submitted during the billing period.

- (f) Any discounts or deductions, as applicable.

After submission of a properly completed invoice, payment will be made only after acceptance of all services invoiced.

All properly completed and addressed invoices will be paid generally within thirty (30) days from receipt of invoice for services accepted and received. No interest penalty, other than required by law, shall be applicable unless accepted in writing prior to purchase by the TOWN.

3.2 Payments – Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the Town Manager, or his designee. The TOWN shall be responsible for insuring that the services have been rendered in conformity with the Contract. Upon Approval, the invoices will be directed to the Finance Department for payment. Invoices will normally be paid within 30 days following the TOWN representative's approval.

4. INSURANCE REQUIREMENTS

4.1 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 limits of liability:

- a. 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.
- b. 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.
- c. 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.

- 4.2 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 this 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.
- 4.3 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 may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.
- 4.4 The required insurance coverage 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+.
- 4.5 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.
- 4.6 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 named insured shall not apply to TOWN.
- 4.7 Violation of the terms of this Paragraph 5 and its sub-parts shall constitute a material breach of the Contract by the 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.

5. INDEMNIFICATION

- 5.1 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.

- 5.2 The CONTRACTOR is not required to indemnify the TOWN, its elected and appointed officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants and 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.
- 5.3 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.
- 5.4 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.

6. PERSONNEL

- 6.1. 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.
- 6.2 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.
- 6.3 The CONTRACTOR warrant that all services shall be performed by skilled, licensed and competent personnel to the highest professional standards in the field.
- 6.4 All of the CONTRACTOR'S personnel while on TOWN premises, shall comply with all TOWN requirements governing conduct, safety and security.

7. GRATUITIES

The CONTRACTOR hereby warrants that it has not, during the solicitation process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount

of such fee, commission, percentage, gift, or other consideration.

8. GOVERNING LAW AND VENUE

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.

9. CONTRACT AMENDMENTS

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

10. NO ASSIGNMENT

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 by the TOWN.

11. ATTORNEY'S FEES

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.

12. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable 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.

13. INDEPENDENT CONTRACTOR STATUS

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 provide similar services to others.

14. INTEGRATION

This Contract states the entire understanding between the parties and supersedes any written or oral representations, 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 in interest.

15. TERMINATION FOR CONVENIENCE OF TOWN

Upon 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 60 calendar days' written notice of its intention to do so by certified mail, return receipt requested.

17. NON-EXCLUSIVITY

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 action to be in the TOWN'S best interest.

18. FUNDING

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.

19. RIGHT TO AUDIT

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.

19. PUBLIC ENTITY CRIMES

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.

20. NOTICES

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

Attention: Lake Park Harbor Marina Dockmaster
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, Florida 33403

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

Attention: Ira P. Wummer
535 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411
561. 848. 2600

21. PUBLIC RECORDS

With respect to public records, the Consultant/ Vendor is required to:

- 21.1. Keep and maintain public records required by the TOWN to perform the service.
- 21.2. 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.
- 21.3. 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 Consultant does not transfer the records which are part of this Agreement to the TOWN.
- 21.4. Upon the completion of the term of the Agreement, transfer, at no cost, to the TOWN all public records in possession of the Consultant; 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 of confidential from public records disclosure. If the Consultant/Vendor keeps and maintains public records upon 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.

21.5 IF THE CONSULTANT/VENDOR HAS 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; townclerk@lakeparkflorida.gov

22. WAIVER

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 thereafter.

23. PREPARATION


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

24. SEVERABILITY

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

By: 
Vivian Mendez, Town Clerk, CMC

THE TOWN OF LAKE PARKI

By: 
Michael O'Rourke, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Thomas J. Baird, Town Attorney

CONTRACTOR

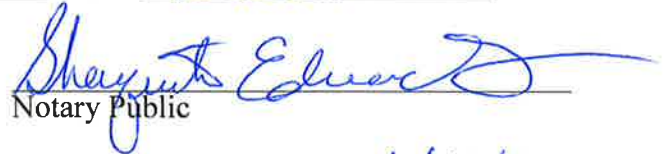
By: Joan P. Downer
Its: President

SWORN TO and subscribed before me this 12th day of November 2019.

(Notary Seal)



Shaquita Edwards
Commission # GG003613
Expires: JUNE 20, 2020
Bonded thru Aaron Notary


Notary Public

My Commission Expires: 06/20/20