

RESOLUTION NO. 28-03-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACT 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 a contract for the provision of certain security services to the Town at the Town's Marina (hereinafter "Contract"); and

WHEREAS, The Town Commission has agreed to a First Amendment to the Contract which provides that the Contractor shall be responsible for assigning 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

WHEREAS, the First Amendment would also provide that the compensation for the provision of security services at the Town's Marina and for assigning 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 shall not exceed \$15.95 per hour; and

WHEREAS, all other provisions of the Contract shall remain in force.

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 Mayor to execute

the First Amendment to the contract for security services between the Town of Lake Park and United Special Patrol Inc. d/b/a United K9 Special Patrol which is attached hereto and incorporated herein as Exhibit A.


Section 3. This Resolution shall be effective upon adoption.

The foregoing Resolution was offered by Commissioner Flaherty, 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
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 JOHN LINDEN	<u>/</u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u>Absent</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 28-03-20 duly passed and adopted this 18 day of March, 2020.


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



**FIRST AMENDMENT TO THE CONTRACT FOR SECURITY SERVICES 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, is entered into this 18th day of March, 2020.

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 have an existing contract whereby Contractor agreed to provide certain security services to the Town at the Town's Marina; and

WHEREAS, Contractor has agreed to provide additional security services at the Town's nearby Lake Shore and Kelsey Parks at its previously agreed to hourly rate of \$15.95 pursuant to the existing contract; and

WHEREAS, the Town and the Contractor have agreed to amended the Contract to add to the Contractor's services the responsibility of locking the public restrooms at Lake Shore and Kelsey Parks; and

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

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

I. SERVICES; BUSINESS TAX RECEIPTS; LICENSES:

Security:

1. Section 1.9 of the Contract is hereby amended to provide:

1.2 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.

- 1.3 The CONTRACTOR shall be responsible for assigning 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.

3. COMPENSATION.

Section 3. of the Contract is hereby amended as follows:

- 3.1 Compensation shall not exceed \$15.95 per hour which shall be invoiced to the Town by the CONTRACTOR on a monthly basis for the provision of security services at the Lake Park Harbor Marina, and for the services provided at Lake Shore and Kelsey Parks as set forth at paragraph 1.9 of the Contract. 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.

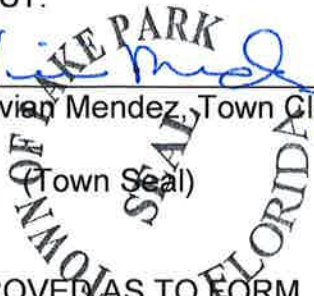
- 3.2 Payments – Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the Town Manager, or his

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.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on this 18 day of March, 2020.

ATTEST:

By: *Vivian Mendez*
Vivian Mendez, Town Clerk



TOWN OF LAKE PARK

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

(Corporate Seal)

CONTRACTOR:
UNITED SPECIAL PATROL, INC.
D/B/A UNITED K9 SPECIAL PATROL

By: *William Hummer*
Its: Vice President

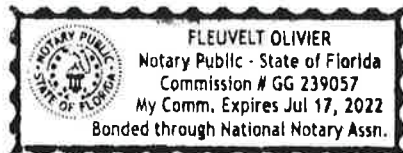
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of May, 2020 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)

Fleuvelt Olivier
Notary State of Florida



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Printed Name: Fleuvelt Oliver