

**SPECIAL CITY COUNCIL MEETING
260 ORANGE TREE DRIVE
ATLANTIS, FL
September 8, 2010
Immediately Following the
Budget Hearing at 5:01 pm
AGENDA**

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Resolution**

Resolution 10-24 – Authorizing the Mayor to sign a Protective Services Agreement with Command Security Corporation for Gatehouse Security.

- 4. Adjourn**

Note: If a person decides to appeal any decision made by the above City Council with respect to any matter considered at such meeting, he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Atlantis does not provide such a record.

RESOLUTION NO. 10-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA AUTHORIZING THE MAYOR OF ATLANTIS TO SIGN A CERTAIN "CITY OF ATLANTIS PROTECTIVE SERVICE AGREEMENT" WHICH PROVIDES FOR GATEHOUSE SECURITY FOR THE CITY THROUGH SEPTEMBER 30, 2011; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the current agreement between the City of Atlantis and Allegiance Security Group, LLC for the provision of gatehouse security for the City will terminate as of September 30, 2010; and

WHEREAS, the City Council desires to enter into a new agreement with Command Security Corporation for gatehouse security for the City for a term of one (1) year; and

WHEREAS, the City Council of the City of Atlantis, Florida believes that it is in the best interests of the health, safety and welfare of its citizens to authorize the Mayor to execute the City of Atlantis Protective Service Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA, THAT:

Section 1: The City Council of the City of Atlantis, a municipal corporation, hereby approves the City of Atlantis Protective Service Agreement, attached hereto as Exhibit "A", and authorizes its Mayor to execute the Agreement.

Section 2: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of September, 2010.

CITY OF ATLANTIS

Aye

Nay

Mayor Michael C. Dahlgren

Aye

Nay

Vice Mayor David Kintz

Aye

Nay

Mayor Pro Tem Catherine Higgins

Aye

Nay

Councilmember Manuel A. Fernandez

Aye

Nay

Councilmember Fred Furtado

ATTEST:

(SEAL)

Jude Cochran, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Keith W. Davis, City Attorney

CITY OF ATLANTIS PROTECTIVE SERVICE AGREEMENT

THIS AGREEMENT, entered into this _____ day of September, 2010, effective October 1, 2010 by and between the CITY OF ATLANTIS, FLORIDA, a municipal corporation with offices located at 260 Orange Tree Drive, Atlantis, Florida 33462, organized and existing in accordance with the laws of the State of Florida, hereinafter "ATLANTIS", and COMMAND SECURITY CORPORATION, a foreign corporation with offices located at 1133 Route 55, Lexington Park, Lagrangeville, NY 12540, and local offices located at 3333 South Congress Avenue, Suite 401, Delray Beach, FL 33445, hereinafter "COMMAND".

WITNESSETH:

WHEREAS, the City Council of the City of ATLANTIS, Florida, has determined it to be in the best interests of the citizens of ATLANTIS to enter into a contract for security services at the three (3) gatehouses at the three (3) entrances of ATLANTIS; and

WHEREAS, the City Council of the City of ATLANTIS, Florida, believes it to be in the best interests of the citizens of ATLANTIS to enter into an Agreement with COMMAND for the provision of said security services.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, to be kept and performed by the parties hereto, and for the welfare of the citizens of ATLANTIS, it is hereby agreed as follows:

1. RECITALS: The above recitals are true and correct.
2. SCOPE OF SERVICES: The following services will be provided by COMMAND:
 - a. Clubhouse Boulevard gatehouse - gatehouse attendant provided twenty-four (24) hours per day, three hundred sixty-five (365) days per year, for a total of eight thousand, seven hundred sixty (8,760) hours per year.
 - b. JFK Circle gatehouse - gatehouse attendant provided eighteen (18) hours per day, three hundred sixty-five (365) days per year, for a total of six thousand, five hundred seventy (6,570) hours per year.
 - c. West gatehouse - gatehouse attendant provided eighteen (18) hours per day, three hundred sixty-five (365) days per year, for a total of six thousand, five hundred seventy (6,570) hours per year.
 - d. The duties and responsibilities of all gatehouse attendants shall be delineated in the post orders which will be formulated with input from the ATLANTIS City Manager and/or her designee.
 - e. Gatehouse attendants will be State-licensed and trained by COMMAND, in accordance with direction from the ATLANTIS City Manager and/or her designee.

3. COMPENSATION:

a. For the contract year October 1, 2010 through September 30, 2011, COMMAND Officers assigned to ATLANTIS will be paid a minimum of nine dollars and seventy-five cents (\$9.75) per hour. ATLANTIS will be billed at \$13.96 per hour for hours stated in 2 above for a total of five thousand eight hundred sixty-three dollars and twenty cents (\$5,863.20) per week or three hundred twenty one thousand dollars (\$304,236.80) annually, plus seven thousand five hundred thirty eight dollars and forty cents (\$7,538.40) for holidays as defined in 4 below for an annual total of three hundred eight thousand two hundred thirty six dollars and eighty cents (\$308,236.80).

4. HOLIDAY PAY RATE: Officers assigned to ATLANTIS will be paid a compensate rate of 1.5 times the regular rate for the following holidays:

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

5. TERM OF AGREEMENT: The term of this Agreement shall be for one (1) year from the effective date written above and may be renewed thereafter for additional one (1) year terms upon mutual consent of the parties.

6. TERMINATION OF AGREEMENT: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party via hand delivery or certified mail delivered to the following addresses or at such other address as may be provided:

COMMAND SECURITY CORPORATION	CITY OF ATLANTIS
3333 South Congress Avenue Suite 401 Delray Beach, FL 33445 Attention: Diana Borg	260 Orange Tree Drive Atlantis, Florida 33462 Attention: Mo Thornton

7. GOVERNING LAW: Should any dispute arise with regard to this Agreement, it shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County.

8. ATTORNEY'S FEES: Should a dispute arise, the prevailing party, both at the trial and appellate levels, shall be entitled to all costs and attorney's fees.

9. INSURANCE: COMMAND agrees to maintain for the duration of this Agreement general liability insurance in limits not less than five million dollars (\$5,000,000.00), and to name ATLANTIS as an additional insured and certificate holder of the insurance policy.

10. NO TRANSFER OF POWERS; NO WAIVER OF SOVEREIGN IMMUNITY:

Nothing contained in this Agreement shall be construed to constitute a transfer of powers or waiver of sovereign immunity in any way, whatsoever. This Agreement is solely an agreement for the provision of services on a contract basis.

11. NON ASSIGNMENT: This Agreement may not be assigned without prior mutual written consent of the parties.

12. THE ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties with respect to the provision of protective services for three (3) gatehouses located within ATLANTIS. It may not be modified, or any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of September, 2010.

WITNESSES:

(CORPORATE SEAL)

COMMAND SECURITY CORPORATION

By: Ralph Diaz, Regional Vice President

ATTEST:

Jude M. Cochran, City Clerk

(CITY SEAL)

CITY OF ATLANTIS, FLORIDA

By: Michael C, Dahlgren, Mayor