

TOWN OF CINCO BAYOU  
COUNCIL AS COMMITTEE MEETING  
JANUARY 5, 1988

Mayor Laginess called the Regular Council Meeting to order at 6:03 PM.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

Present: Mayor Laginess  
Councilwoman Buchanan  
Councilman Davis  
Councilwoman Dumka  
Councilman Gage

Absent: Councilman Skelly

Also Present: Attorney McInnis      Manager Borchik  
Jim Shrine (PGDN)      Bob Collette (AMSEC)

REGULAR BUSINESS

1. Minutes - December 1 & December 8, 1987 - Councilman gage made a motion to accept the minutes for the December meetings as presented and to place this item on the Consent Agenda, seconded by Councilwoman Buchanan. The motion was unanimously approved.

2. AMSEC Contract - Mr. Bob Collete, AMSEC, was present to discuss the contract proposal for security service for the Town. The question of the patrol personnel being armed was discussed and the Town Attorney was asked to determine if the Town's insurance covered the bearing of arms in Town. With this exception, the proposed contract was identical to last year's with a \$ 25.00 per month increase in the monthly fee.(\$ 1,075.00) This item will be on next week's agenda for further discussion and action.

4. Christmas Decorations - Following a short discussion, Councilwoman Buchanan made a motion to purchase five (5) additional Christmas decorations for the Town and additional decorations for the Town Hall and to place this item on the Consent Agenda, seconded by Councilman Gage. The motion was unanimously approved.

5. Yacht Club Drive & Opp Boulevard Addresses - Councilman Skelly, Committee Chairman, was not present. This item will be placed on next week's agenda.

6. Storage Building - This item will be on next week's agenda.

7. Curb, Sidewalk & Driveway Repairs - The Council discussed the present condition of several areas where sidewalks and curbs are broken and cracked presenting a hazard which could cause personal injury. A long and short range program for repair, maintenance and construction needs to be examined. The proposed curb along Yacht Club will solve part of the problem but the replacement of damaged curb and sidewalk is of immediate concern. The Attorney will look into the liability concerning the use of the right-of-way and its maintenance. This matter will be discussed at next weeks meeting.

COUNCILMEMBERS REPORTS/COMMENTS - None

PUBLIC REQUESTS - None

COMMITTEE REPORTS

1. Administrative Committee - None
2. Finance & Budget Committee - None
3. Comprehensive Plan Committee - None

CORRESPONDENCE

1. ARC/Okaloosa Ltr - Proclamation Request - Mayor Laginess asked the Town Manager to prepare a Proclamation for signature at next week's meeting.

TOWN MANAGER'S REPORT

1. All businesses in Town have purchased their 1988 Occupational License.
2. A to Z Rental Center has indicated that they will submit a request for a lot line variance to build a building and Cost Chopper Foods have indicated they are going to ask for a variance for a wall sign.

MAYOR'S ANNOUNCEMENTS - None

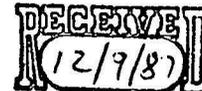
There being no further business, the meeting adjourned at 7:55 PM.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Town Manager/Clerk

NOTE: A mechanical recording has been made of the foregoing proceedings of which these minutes are a part and is on file in the Office of the Town Manager/Clerk.



9 December, 1987

Town of Cinco Bayou  
35 Kelly Avenue (Cinco Bayou)  
Fort Walton Beach, Florida, 32548

ATTN:

Mayor: Charles R. Laginess  
and Council Members

It is my understanding the contract with American Security will be up for renewal January 1988. I surely hope the new contract with American Security will be favorably considered.

I have occasion to be away from my home two to three times a year, and American Security have been doing an excellent job of checking my property during my absence. After notifying them of my return this fall, they had the courtesy to stop and ask if I found everything alright. I feel they are performing their services for the Town of Cinco Bayou in an excellent manner.

Repeating, I again recommend their new contract be favorably considered and their services be continued for the people in the Town of Cinco Bayou.

Sincerely

  
Franklin J. Lane  
Major USAF Retired

Cpy to: American Security  
105 Lewis St.  
Fort Walton Beach, Florida, 32548

AMERICAN SECURITY

**AMSEC, INC.**

P.O. BOX 1357 • FORT WALTON BEACH, FLORIDA 32549

Phone (904) 244-2415 or 243-8614



**ROBERT D. HOOK**  
PRESIDENT

January 5, 1988

Town of Cinco Bayou  
35 Kelly Avenue  
Fort Walton Beach, Florida 32548

Dear Sir:

American Security would like to renew the Security Service Contract with the Town of Cinco Bayou at an increase of \$25.00 from the previous contract for a total of \$1075.00 per month, with the same conditions as the previous contract.

The current contract may be extended or a new one executed. I have enclosed two signed copies of the new contract which reflects the proposed change in rate. There have been no name changes to the new contract.

Should you have any changes in our services, we would be most happy to meet with you and discuss their implementations.

Sincerely,

*Robert R. Collette*

Robert R. Collette  
General Manager

RRC:ldg

**GUARD AND PATROL SERVICES**

AMERICAN SECURITY  
AMSEC, INC.  
POST OFFICE BOX 1357  
FORT WALTON BEACH, FLORIDA 32548

CONTRACT

THE FOLLOWING CONTRACT is entered into by AMERICAN SECURITY (hereinafter referred to as AMSEC) of Fort Walton Beach, Florida and Charles R. Laginess, Mayor, as agent (hereinafter referred to as client) for the Town of Cinco Bayou, Florida on this 5th day of January, 1988.

AMSEC, for consideration hereinafter described, agrees to provide security PATROL service and supervision for the client, the Town of Cinco Bayou, Florida, for a period of one year commencing February 1, 1988. This contract to be automatically renewed upon anniversary date, unless written notification of intention to renegotiate or terminate said contract is submitted 30 days prior to anniversary date by either party thereto.

EXCEPTION: Paragraph "C" optional.

TERMS AND CONSIDERATIONS

A) AMSEC WARRANTS that it is a bonded organization recognized and licensed by the State of Florida to provide security services. AMSEC further warrants that its executives and security officers are trained in a manner commensurate with the services to be provided under this contract.

B) THE CLIENT AGREES that AMSEC, in order to effectively carry out the responsibilities inherent to the contract, is authorized to act as agent in all matters pertaining to security operations and shall exercise this authority in a responsible manner to further the interests of the client. It is further agreed that this authority shall not extend to expenditure of client funds except as may be separately agreed upon.

C) IT IS AGREED that guards provided under this contract shall not bear firearms unless specifically directed and authorized by the client; that such authorization shall apply only within the boundaries of client's property; and that AMSEC shall not be deemed as liable for the negligent or criminal acts of third parties either lawfully or unlawfully on the premises of the client. It is further understood that this agreement shall in no way circumvent applicable Federal, State, County, or local laws as they pertain to the registration of firearms or firearms bearer permits.

D) IT IS AGREED that the property and premises of the client shall not be construed as being within the care, custody, or control of AMERICAN SECURITY during the time that this agreement shall be in effect.

E) IT IS AGREED that AMSEC will insure guards provide their own transportation traveling to and from client's premises and that assigned guards shall be uniformed unless otherwise stipulated by client. Other transportation and equipment required for the performance of service to the client shall be provided by client, as shall any specialized uniform which deviates from standard AMSEC uniform.

F) AMSEC SHALL have the right, upon written notification to the client, to renegotiate existing rates of payment based upon fluctuations in operating costs or revisions in the "cost of living" index. Failure to reach a satisfactory agreement as to a renegotiated rate shall serve to void this contract.

G) PAYMENT FOR SERVICES rendered under this contract shall be due and payable upon the 10th day following the billing date and shall be considered delinquent on the 25th day following the billing date. All amounts delinquent shall be charged interest at the rate of 1.5% per month, which is 18% per annum, from the billing date. In the event that AMSEC shall engage an attorney to enforce collection or to preserve and protect its rights under this contract, each party shall pay their own attorney fees.

H) AMSEC is not an insurer and any rates set forth are based solely upon the value of the service provided. Any loss of the Town resulting from failure to provide the patrol, park or emergency call services contracted shall be fixed at \$25.00 as liquidated damages and not as a penalty. Such liability of AMSEC shall be exclusive, but does not apply to liability covered in paragraph I below.

I) AMSEC shall be liable and responsible for the negligent acts and omissions and intentional conduct of all its personnel in the performance of the contract and shall hold the Client harmless therefrom.

J) CLIENT STIPULATES that no employee of AMSEC shall be hired by the client in any security position during the individual's term of employment with AMSEC or for a period of six months after termination of such employment.

K) CLIENT AGREES TO PAY AMSEC the sum of \$1075.00 per month for services rendered. Payments will be made as outlined in paragraph G above.

ACCEPTED BY

\_\_\_\_\_  
AGENT, AMERICAN SECURITY

\_\_\_\_\_  
CLIENT/DESIGNATED AGENT

\_\_\_\_\_  
CLIENT/DESIGNATED AGENT

DATE SIGNED \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

Personnel to be contacted in case of emergency:

CHARLES R. LAGINESS  
284 KIDD STREET (CB)  
243-1783

~~MICHAEL PLASTER~~  
~~53 YACHT CLUB DRIVE, #7~~  
~~243-0485~~

RICHARD K. GAGE  
100 OPP BLVD (CB)  
244-4352

<sup>S,</sup>  
ALBERT BORCHIK, Jr.  
31 PEBBLE BEACH DRIVE SHALONN  
651-2435