

RESOLUTION 85

A RESOLUTION OF THE TOWN OF SEWALL'S POINT, FLORIDA, PERTAINING TO THE MATTER OF THE EMPLOYMENT OF WEST PALM BEACH MERCHANT POLICE, INC. TO CONDUCT NIGHTLY PATROLS WITHIN THE TOWN OF SEWALL'S POINT, IT BEING FOR THE SAFETY AND PROTECTION OF THE PROPERTY AND CITIZENS WITHIN THE TOWN AND PROVIDING THAT THE EMPLOYEE OF THE WEST PALM BEACH MERCHANT POLICE, INC. WHO ACTUALLY MAKES THE PATROLS SHALL HAVE NO AUTHORITY TO MAKE ARRESTS OR OTHERWISE ACT AS A POLICE OFFICER.

WHEREAS, the Town of Sewall's Point desires to offer further protection to the property and persons in the community against theft, fire and vandalism, etc. and desires to report any suspicious loiterers or irregularities to the Sheriff's Department of Martin County, and

WHEREAS, the West Palm Beach Merchant Police, Inc. offers such a service, and

WHEREAS, it is the desire of the Town to employ the West Palm Beach Merchant Police, Inc. to furnish a man who will make three nightly patrols between 8:00 p. m. and 5:00 a. m. each day, and

WHEREAS, the Town is going to try this for a period of six months with the right of cancellation upon 90 days notice, and

WHEREAS, the employee of West Palm Beach Merchant Police, Inc. shall not have authority to make arrests for they are not police officers.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF SEWALL'S POINT, FLORIDA:

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1. That the Town employ the services of the West Palm Beach Merchant Police, Inc. and that the West Palm Beach Merchant Police, Inc. will make three nightly patrols between 8:00 p. m. and 5:00 a. m. each night in order to protect the real and personal property of the Town against theft, fire and vandalism, and it is further resolved that any suspicious loiterers or irregularities or any breaches of the peace are to be immediately reported to the Sheriff's Office in Martin County, Florida.

IT IS FURTHER RESOLVED that the person making such patrol who is in the employ of the West Palm Beach Merchant Police, Inc. shall not have police powers and shall not have power of arrest, but, as hereinabove stated, shall report any such violations of the law that come to their attention to the Sheriff's Office, Martin County, Florida.

IT IS FURTHER RESOLVED that this contract be continued for a period of 6 months from the 1 day of October, 1970, with the understanding that it can be cancelled by either party upon 90 days written notice.

IT IS FURTHER RESOLVED that the Town pay for this service to the West Palm Beach Merchant Police, Inc. the sum of \$150.00 a month.

IT IS FURTHER RESOLVED that the Mayor be authorized to execute on behalf of the Town, an Agreement accompanying these terms with the West Palm Beach Merchant Police, Inc. and that the same be attested by the Town Clerk.