

Minutes
Town of Lake Park, Florida
Special Call Community Redevelopment Agency
Board Meeting
Wednesday, May 15, 2013, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met for a Special Call meeting on Wednesday, May 15, 2013 at 6:30 p.m. Present were Chair James DuBois, Vice-Chair Kimberly Glas-Castro, Board Members, Erin Flaherty, Christiane Francois, Michael O'Rourke, Kathleen Rapoza; Executive Director Dale S. Sugerman, and Agency Clerk Vivian Mendez.

Agency Clerk Mendez performed the roll call and Chair DuBois led the Pledge of Allegiance.

SPECIAL PRESENTATION/REPORT

None

PUBLIC COMMENT:

Giuseppe Cianflone, 850 Park Ave – expressed his desire to have a dog parade down Park Avenue similar to the way it is done during Mardi Grag in Louisiana.

GENERAL BUSINESS:

1. Approval of CRA Board Meeting Minutes of April 3, 2013.

Motion: A motion was made by Board Member Francois to approve the CRA Board meeting minutes of April 3, 2013; Board Member O'Rourke made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Flaherty	X		
Board Member Francois	X		
Board Member O'Rourke	X		
Board Member Rapoza	X		
Vice-Chair Glas-Castro	X		
Chair DuBois	X		

Motion 6-0.

NEW BUSINESS:

2. Review ET Security Contract.

Public Comment:

Jerry Rapoza stated that he was available to answer any questions the Board may have regarding ET Security contract.

Executive Director Sugerman explained the item (see exhibit "A"). A survey was also conducted with two (2) questions of the business and residents in the CRA. The results of the survey are included in exhibit "A".

Board Member Francois asked if those emailed in the survey were local residents or business owners.

Executive Director Sugerman explained that he is not sure, but they are people that are somehow associated to the CRA.

Motion: A motion was made by Board Member O'Rourke to terminate the contract with ET Security for convenience of the CRA and asked staff to provide ET Security with proper notice of the CRA's intension to terminate that contract; Board Member Francois made the second.

Chair DuBois explained that the original intent of the contract was to provide a more safe and secure Park Ave and CRA in general for its customers. He stated that recently there has been a spike in activity in that area and disengaging from the contract will not mean that the problems will be solved.

Vice-Chair Glas-Castro encouraged the Commissioners to recruit for volunteers to help the Citizens on Patrol (COP) aside from advertising it in the Town's newsletter.

Board Member Rapoza stated that the COP's are always looking for volunteers and encouraged the Community Watch volunteers to be more involved.

Board Member Flaherty asked if the security company could provide more in-depth reports of what they are viewing when they are patrolling.

Executive Director Sugerman explained that the contract does not call for in-depth reports. He explained that shortly after the last meeting he had a conversation with the owner and requested copies of all incident reports. He stated that the company had only three (3) incidents and they were willing to provide the incident reports. He stated that he also requested the wand report which indicates when a driver had reached a certain point in his route, but he did not feel that it would be of any value to the Board.

Board Member Rapoza asked for consensus to receive reporting on the shifts and schedules worked by the security company.

Executive Director Sugerman explained that if the Board terminates the contract then there would be no need to request such a report. He re-irritated the intent of the former Board members when it first went out for bid and the company has fulfilled the obligations to the contract. He stated that it had not been his recommendation to enter into this contract from the beginning because it offered no value to the CRA. He

reminded everyone that the Palm Beach County Sheriff's Office (PBSO) still patrols the CRA boundaries.

Board Member O'Rourke stated that the CRA is not getting its money's worth with this contract.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Flaherty	X		
Board Member Francois	X		
Board Member O'Rourke	X		
Board Member Rapoza	X		
Vice-Chair Glas-Castro	X		
Chair DuBois	X		

Motion 6-0.

EXECUTIVE DIRECTOR REPORT:

None

COMMENTS BY BOARD MEMBERS

Board Member Francois asked for an update on 801 Park Avenue (One Park Place).

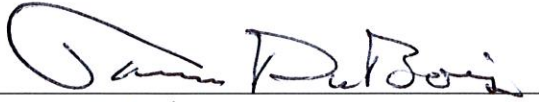
Executive Director Sugerman explained that the property is still under the control of Iberia Bank and they are aggressively marketing the property. He stated that in recent weeks Iberia Bank has been partnering with the Town to aggressively market the property and staff has met with at least two (2) prospective buyers for that property.

Chair DuBois stated that he spoke to some who is interested in purchasing the property and asked if that person's information could be forwarded to Iberia Bank.

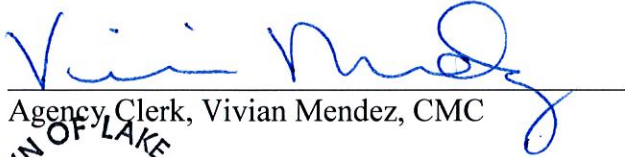
Executive Director Sugerman stated that he could forward that information on to Iberia Bank.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Rapoza and seconded by Board Member Francois, and by unanimous vote, the meeting adjourned at 6:55 p.m.



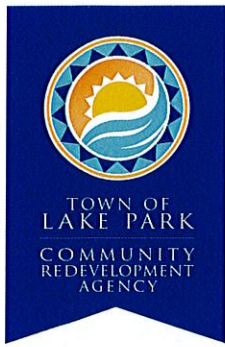
Chair, James DuBois



Agency Clerk, Vivian Mendez, CMC



FLORIDA
Approved on this 3 of July, 2013



AGENDA

Special Call Community Redevelopment Agency Meeting
Wednesday, May 15, 2013, 6:30 pm
Lake Park Town Hall
535 Park Avenue

James DuBois	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
Erin Flaherty	—	Board Member
Christiane Francois	—	Board Member
Michael O'Rourke	—	Board Member
Kathleen Rapoza	—	Board Member
<hr style="border-top: 1px dashed black;"/>		
Dale S. Sugerman, Ph.D.	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, CMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER/ ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATION/REPORT

D. PUBLIC COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. GENERAL BUSINESS:

1. Approval of CRA Board Meeting Minutes of April 3, 2013 Tab 1

F. NEW BUSINESS:

2. Review of Contract with ET Security, Inc. Tab 2

G. EXECUTIVE DIRECTOR REPORT:

H. BOARD MEMBER COMMENTS

I. ADJOURNMENT

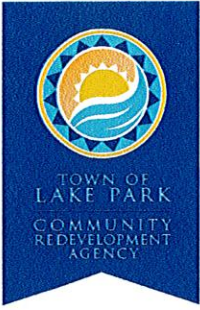


Exhibit "A"

CRA
Agenda Request Form

Meeting Date: May 15, 2015

Agenda Item No. Tab 2

Agenda Title: Review of Contract with ET Security, Inc.

- [] SPECIAL PRESENTATION/REPORT [] CONSENT AGENDA
[] OLD BUSINESS [X] NEW BUSINESS
[] DISCUSSION FOR FUTURE ACTION [] OTHER

Approved by Executive Director: [Signature] Date: 5/2/13

Dale S. Sugerman, Ph.D./Executive Director
Name/Title

Table with 3 columns: Originating Department (Executive Director), Costs (\$ 0.00), Attachments (Contract with ET Security, Inc., Survey Results)

Summary Explanation/Background:

At the May 1st Commission meeting, the Town Commission called for a special meeting of the CRA Board of Directors for the purpose of reviewing the CRA patrol services contract with ET Security, Inc. A copy of that contract is attached.

Recommended Motion:

If it is the desire of the CRA Board to terminate the contract with ET Security, Inc. for the convenience of the CRA, the language which describes how that is done can be found in Section 28 of the attached contract.

LAKE PARK CRA
AND
E.T. Security, Inc.

THIS CONTRACT, made this 19 day of December, 2012, by and between the Lake Park CRA hereinafter designated as the "CRA", and E.T. Security, Inc., a California Corporation, Florida License No. B 2100111, FEID Number 95-4702250, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the CRA is an independent government agency within the Town of Lake Park, a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the CRA is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the CRA has previously determined that it is need for the provision of security officer patrol services within the CRA district; and

WHEREAS, the CRA has solicited and received bids on October 31, 2012, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a Bid in response to the CRA's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the CRA has found the CONTRACTOR's Bid to be acceptable and the parties wish to enter into this Contract; and

WHEREAS, the CRA has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the CRA and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

1.1 The Contract shall furnish all labor and equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the Contract Documents.

1.2 CONTRACTOR shall obtain a Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County (not required by Town under this contract) prior to commencing any work under the Contract. The CONTRACTOR must be licensed by the Florida department of Agriculture and consumer Services, Division of Licensing prior to commencing work under the Contract and must provide the CRA with a current copy of such license.

1.3 The CONTRACTOR warrants to the CRA that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Bid for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the Contract. The CONTRACTOR warrants to the CRA the CONTRACTOR'S Bid was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a bid or proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

2. CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY

2.1 Unless extended or terminated, the period of performance of this Contract shall commence December 15, 2012 and shall continue thru September 30, 2013 unless cancelled.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment.

2.3 THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the CRA or TOWN by reason of any delays, regardless of the cause of the delay.

3. CONSIDERATION

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are agreed to by the parties in writing shall be a maximum of \$21,961.00 .

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the CRA, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 10 of this Contract.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this Contract by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the CRA may adjust the consideration of this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The CRA may make any such adjustment within the term of this Contract.

4. **CONTRACT DOCUMENTS**

The Contract Documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- a) This Document and all amendments and Addendum No. 1.
- b) CONTRACTOR'S Bid 01-12 Rebid;
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents

5. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance of the Contract shall maintain a competent superintendent ("Project Manager or Project Supervisor") to act as the CONTRACTOR's agent. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the CRA and to execute the orders or directions of the CRA. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands English, during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the TOWN before commencing any work.

6. **SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES**

In addition to the Project Manager, provided for in Paragraph 5 herein, the CONTRACTOR shall provide an emergency contact person, who speaks and understands English fluently, and who is available on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the TOWN for distribution to local law enforcement agencies.

7. **PERFORMANCE OF WORK BY THE CONTRACTOR**

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100% of the total amount of the work to be performed under the Contract.

8. **INSURANCE REQUIREMENTS**

8.1 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.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1,000,000.00, Per Occurrence, for Personal Injury Liability, Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement and a \$2,000,000.00 aggregate limit.
- c. **BUSINESS AUTO LIABILITY** with minimum limits of \$1,000,000.00 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. Golf cart should be added.

8.2 The **CRA** and **TOWN** shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the **CONTRACT**. 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.

8.3 All Certificates of Insurance shall be kept on file with the **CRA**, and approved by the **CRA** prior to the commencement of any work activities. The **CRA** 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.

8.4 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+.

8.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the **CRA** or **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.

8.6 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 **CRA** is named as an additional named insured shall not apply to **CRA**.

8.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the CRA and TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9. **INDEMNIFICATION**

9.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the CRA and TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the CRA and TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR'S performance hereof, or any work performed hereunder.

9.2 The CONTRACTOR shall indemnify, defend, and save harmless the CRA and TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the CRA and TOWN harmless against all claims involving alleged negligence by the CRA or TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

9.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the CRA and TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the Contract.

9.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

9.5 The CRA and TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive the CRA's or TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

10. **SUBCONTRACTORS**

The CONTRACTOR is as fully responsible to the CRA and TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of the subcontractors proposed for the work for TOWN acceptance at the pre-construction conference. The CONTRACTOR shall not substitute any subcontractor without the prior written consent of the CRA or TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the CRA or TOWN.

11. **PERMITS AND LICENSES**

11.1 The CONTRACTOR shall, without additional expense to the CRA or TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

11.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the CRA or TOWN without delay.

11.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CRA or TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

12. **WARRANTIES OF CONTRACTOR**

12.1 Warranty of Compliance with Laws: The CONTRACTOR warrants to the CRA and TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.2 Warranty of Solvency: The CONTRACTOR warrants to the CRA and TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the Contract.

12.3 Warranty against Breach: The CONTRACTOR warrants to the CRA and TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

12.4 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the CRA, and the successors and assigns of the CRA.

13. **OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT**

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR, the CRA and the TOWN. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. **TAX EXEMPTION**

14.1 The CRA and TOWN are exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN.

14.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

15. **RECORDS**

15.1 The CONTRACTOR shall maintain records and the CRA and TOWN shall have inspection and audit rights as follows:

- a. **Maintenance of records:** The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Contract.
- b. **Examination of records:** the CRA or TOWN or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.
- c. **Cost and pricing data:** the CONTRACTOR, by executing this Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the CRA may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The CRA shall make any such adjustment within one (1) year following the termination of this Contract.

16. **PUBLIC ACCESS**

16.1 The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

17. **FORCE MAJEURE**

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. **GRATUITIES**

18.1 The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this Contract, offered to pay any officer, employee or agent of the CRA or 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 CRA or 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.

19. **GOVERNING LAW AND VENUE**

19.1 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.

20. **CONTRACT AMENDMENTS**

20.1 This Contract may be amended only with the prior written approval of the parties.

21. **NO WAIVER**

21.1 Changes made by the CRA will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the CRA and in accordance with the Contract Documents.

22. **NO ASSIGNMENT**

22.1 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the TOWN.

23. ATTORNEY'S FEES

23.1 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.

24. COMPLIANCE WITH LAWS

24.1 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 CRA and TOWN undertake 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.

25. INDEPENDENT CONTRACTOR STATUS

25.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the CRA or TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. INTEGRATION

26.1 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 CRA in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized CRA representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

27. TERMINATION FOR CAUSE AND DEFAULT

27.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the CRA shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the CRA within fifteen (15) days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the CRA, the CRA and TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the Contract, in which case, the CONTRACTOR shall be liable for all procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

27.2 The CRA or TOWN shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this Contract, even if it has been determined that the TOWN is in default.

28. TERMINATION FOR CONVENIENCE OF CRA

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the CRA may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the CRA determines that such termination is in the best interest of the CRA. Where the Contract is terminated for the convenience of the CRA, the notice of termination must state that the Contract is being terminated for the convenience of the CRA under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

28.2 In the event that the CRA terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the CRA will make payment for completed work based on the following:

28.2.1 Payment shall be based upon a reasonable percentage of the unit price for completed work and as determined by the CRA.

These payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for work not started. The CRA or TOWN will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

28.3 The termination of the Contract or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the Contract or their respective obligations for and concerning any just claims arising out of the work performed.

29. NON-EXCLUSIVITY

29.1 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 CRA and 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.

30. FUNDING

30.1 In the event that sufficient budgeted funds are not available for a new fiscal period, the CRA 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 CRA or TOWN.

31. RIGHT TO AUDIT

31.1 The CRA and TOWN reserves the right to audit the CONTRACTOR'S records as such records relate to the services and the Contract between the CRA 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.

32. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

32.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

32.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

32.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the Contract, or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, without liability to the CRA or TOWN.

33. SAFETY

33.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

34. NOTICE

34.1 All notices and invoices to the CRA shall be sent to the following address:
Lake Park Community Redevelopment Agency
_Attention: 535 Park Avenue
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:
7100 Hayvenhurst Ave. #318
Van Nuys, California 91406

35. **SEVERABILITY**

35.1 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

LAKE PARK CRA

By: [Signature]
Vivian Mendez Lemley, Town Clerk
TOWN OF LAKE PARK
(TOWN SEAL)

By: [Signature]
James DuBois, Chair
19 day of December, 2012

FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Thomas A. Baird, Attorney for CRA
19 day of December, 2012

CONTRACTOR:

E.T. Security, Inc.

Name of Contractor

[Signature]
Signature

Eddie Tucker, President

Print Name, Title

14 day of December, 2012

(Corporate Seal)

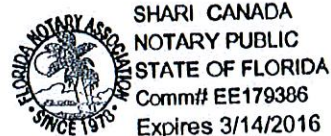
STATE OF Florida
COUNTY OF Palm Beach

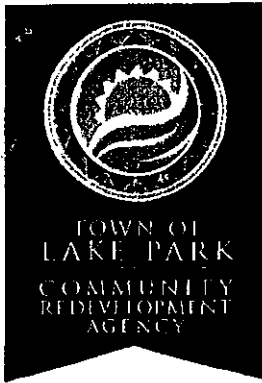
Sworn to and subscribed before me this 14 day of December, 2012 by Eddie Tucker
(check one) { } who is personally known to me or {} has produced Drivers Licence
as identification.

(Notary Seal)

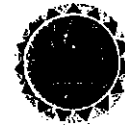
[Signature]
Notary Public, State of Florida
SHARI CANADA
Print or Type Name of Notary Public

My commission expires: 2016





Arts
District



Commerce
District



Hometown
District

**ADDENDUM NO. 1
LAKE PARK CRA
SECURITY OFFICER PATROL SERVICES
BID NO. 01-12 REBID**

October 22, 2012

SECURITY OFFICER PATROL SERVICES (UNARMED)

Each recipient of the Addendum No.1 to the bid who responds to the bid acknowledges all of the provisions set forth in the bid document "REQUIREMENTS, QUALIFICATIONS & BID SUBMITTAL DOCUMENTS FOR COMMUNITY REDEVELOPMENT AGENCY SECURITY OFFICER PATROL SERVICES (UNARMED)" and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for **SECURITY OFFICER PARTROL SERVICES (UNARMED), Lake Park Community Redevelopment Agency Bid No. 01-12 Rebid**

CONTRACT BID DOCUMENT:

Page 2-Map: Replace the Lake Park CRA Boundary map with a revised map identifying the location of the FEC Railroad and provides estimated roadway and alleyway miles on each side of the railroad tracks.

Page 12- Summary of Documents to be Submitted by Bidders: The Bidders Certification is found on page 5. Please include this page in your bid submittal package along with information requested per pages 25-38.

Page 21-Specifications for Security Officer Patrol Services, Section 1- Overview

Delete in entirety and replace with the following wording:

The Lake Park CRA desires to provide security officer patrol services (unarmed) within the CRA district as depicted on the map provided on page 2 of this bid document. The service shall be provided averaging 25 hours per week. No less than 30% of the service shall be performed west of the railroad track.

Page 22-Specification for Security Officer Patrol Services, Section 2b. Security

Add the following:

- *The security patrol shall be performed from an automobile identifiable as "SECURITY" and marked distinctly different from a police car. The patrol service observation shall be performed from the public right-of-way unless invited onto private property by a business or property owner making the request thru the CRA. Bidders desiring to utilize both an automobile and another form of mobility should so indicate by statement attached to the bid form. Fuel and maintenance costs shall be included in the line item "Provide and Maintain Automobile" on the bid form, page 25 REVISED.*

Page 1 of 2

Addendum No. 1 (cont.)

- *The means of providing personal safety of the security patrol officer is a contractor/employee decision. This contract is for unarmed security and does not require the security patrol officer to come into harm's way.*
- *The CRA may establish a wand type guard tour system. Bidders utilizing and offering a GPS tracking system shall so indicate by statement attached to the bid form.*
- *The schedule for the security patrol service will be based on hours averaging 25 hours per week, generally between 5:00 p.m. and midnight varying night to night with at least two nights per week of no service required.*

Page 22-Specification for Security Officer Patrol Services, Section 2d. Emergencies

Add the following: The Town has and will provide a direct telephone number for the Palm Beach County Sheriff's Department, Lake Park.

Page 25-Bid Form: Replace page 25 with page 25 REVISED. The line item associated with mobility is clarified.

Page 40- Section 2.1. Contract Term, Period of Performance

Revise wording to read:

Unless extended or terminated, the initial period of performance of this Contract shall be from December 15, 2012 thru September 30, 2013, commencing as designated on the Purchase Order from the TOWN.

.....
Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
October 22, 2012

Signed By: Vivian Mendez-Lemley
Vivian Mendez-Lemley
Town Clerk

Bidder:

Signed By: Ellie Tucker
Print Name: ELLIE TUCKER
Title: PRESIDENT
Date: 10-29-12

Attachment: Page 2 Map REVISED
Page 25 REVISED

End of Addendum #1

Addendum No. 1 (cont.)

- *The means of providing personal safety of the security patrol officer is a contractor/employee decision. This contract is for unarmed security and does not require the security patrol officer to come into harm's way.*
- *The CRA may establish a wand type guard tour system. Bidders utilizing and offering a GPS tracking system shall so indicate by statement attached to the bid form.*
- *The schedule for the security patrol service will be based on hours averaging 25 hours per week, generally between 5:00 p.m. and midnight varying night to night with at least two nights per week of no service required.*

Page 22-Specification for Security Officer Patrol Services, Section 2d. Emergencies

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Page 25-Bid Form: Replace page 25 with page 25 REVISED. The line item associated with mobility is clarified.

Page 40- Section 2.1, Contract Term, Period of Performance


Revise wording to read:

Unless extended or terminated, the initial period of performance of this Contract shall be from December 15, 2012 thru September 30, 2013, commencing as designated on the Purchase Order from the TOWN.

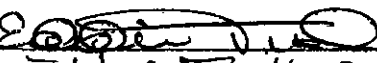
.....

Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
October 22, 2012

Signed By: 
Vivian Mendez-Lemley
Town Clerk

Bidder:

Signed By: 
Print Name: Eddie Tucker
Title: PRESIDENT
Date: 12/7/12

Attachment: Page 2 Map REVISED
Page 25 REVISED

End of Addendum #1

[Home](#) **Email** [Social Campaigns](#) [SaveLocal](#) [EventSpot](#) [Survey](#)

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Email Details

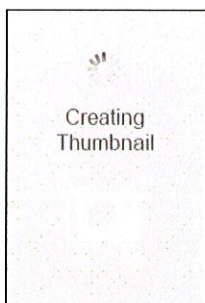
FinalCRAsurvey SENT

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Email Settings



Subject Please take our 15 second survey

From Name Lake Park CRA /Community Redevelopment Agency

From Email Address kmahnk@lakeparkflorida.gov

Reply-to Email Address kmahnk@lakeparkflorida.gov

Send To Lists [CRA updated](#)

Social Sharing



Internet Explorer cannot display the webpage

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Sending Type	Sent	Run Date	Status
Original Send	253	4/13/2013 4:35 PM EDT	Successfully Sent

Email Stats

[See All Email Reports](#)

[Printable Version](#)

Sent	Bounces	Spam Reports	Opt-outs	Opens	Clicks	Forwards
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253	11.9% (30)	0	0.4% (1)	27.8% (62)	29.0% (18)	0	
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Click-through Stats

Email Link	Unique Click-throughs	Click-through Distribution	
http://www.lakeparkcra.com/?utm_source=FinalCRASurvey&utm_campaign=eblasttuneup&utm_medium=email	0	0.0%	
http://www.lakeparkcra.com/?utm_source=FinalCRASurvey&utm_campaign=surveyresults&utm_medium=email	0	0.0%	
http://www.lakeparkflorida.gov/?utm_source=FinalCRASurvey&utm_campaign=eblasttuneup&utm_medium=email	0	0.0%	
http://www.lakeparkflorida.gov/?utm_source=FinalCRASurvey&utm_campaign=surveyresults&utm_medium=email	0	0.0%	
http://www.surveymonkey.com/s/YDW9KQW?utm_source=FinalCRASurvey&utm_campaign=eblasttuneup&utm_medium=email	0	0.0%	
http://www.surveymonkey.com/s/YDW9KQW?utm_source=FinalCRASurvey&utm_campaign=surveyresults&utm_medium=email	18	100.0%	
https://ui.constantcontact.com/rnavmap/emcf/email/view?flow=view&camefrom=view&agent.uid=1113053644974#	0	0.0%	
Total Click-throughs	18	100%	

Social Stats

0 Page Views [Where does this data come from?](#)

Share	Send	Like	Twitter	LinkedIn	(Other)
0	0	0	0	0	0

Your Social Stats pie chart will display once data is available.

Start Sharing:

Template Used: - Left Sidebar

Product Support

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- Tutorials and Guides
- Support Blog
- Contact Support
- Custom Services

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- Constant Contact Community
- Hints and Tips
- Local Seminars
- Best Practices Blog
- Live & Recorded Webinars

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Default Report + Add Report

Response Summary

Total Started Survey: 20
Total Finished Survey: 20 (100%)

PAGE: 1

1. Have you ever seen the vehicle shown below?

[Create Chart](#) [Download](#)

	Response Percent	Response Count
Yes	30.0%	6
No	65.0%	13
Maybe	5.0%	1

answered question 20

skipped question 0

2. Did you know that this vehicle is a service of the Town of Lake Park's CRA ?

[Create Chart](#) [Download](#)

	Response Percent	Response Count
Yes	25.0%	5
No	75.0%	15

answered question 20

skipped question 0

3. If yes, please let us know what you think of this service.

[Download](#)

	Response Count
Show Responses	6
answered question	6
skipped question	14

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