

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
.....		
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

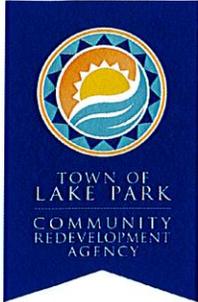
G. EXECUTIVE DIRECTOR REPORT:

H. BOARD MEMBER COMMENTS

I. ADJOURNMENT

GENERAL BUSINESS

TAB 1



CRA
Agenda Request Form

Meeting Date: **May 15, 2013**

Agenda Item No. *Tab 1*

Agenda Title: CRA Meeting Minutes of April 3, 2013

- | | | | |
|--------------------------|------------------------------|-------------------------------------|--------------------------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORT | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | OLD BUSINESS | <input type="checkbox"/> | NEW BUSINESS: Resolution |
| <input type="checkbox"/> | DISCUSSION FOR FUTURE ACTION | <input checked="" type="checkbox"/> | OTHER: General Business |

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

 Vivian Mendez, CMC - Agency Clerk
Name/Title

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	Attachments: Agenda Minutes Exhibit "A"
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Summary Explanation/Background:

Recommended Motion:



AGENDA

Community Redevelopment Agency Meeting
Wednesday, April 3, 2013, 6:30 pm
Lake Park Town Hall
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A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATION/REPORTS**

1. **CRA Six Month Security Services Report**

Tab 1

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:**

2. **Approval of CRA Board Meeting Minutes of March 6, 2013**

Tab 2

F. **OLD BUSINESS**

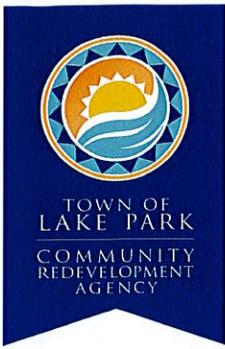
None

G. NEW BUSINESS:
None

H. EXECUTIVE DIRECTOR REPORT:

I. BOARD MEMBER COMMENTS

J. ADJOURNMENT



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, April 3, 2013, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, April 3, 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 and Kathleen Rapoza, Executive Director Dale S. Sugerman, and Agency Clerk Vivian Mendez.

Chair DuBois led the Pledge of Allegiance.

Agency Clerk Mendez performed the Roll Call.

SPECIAL PRESENTATION/REPORTS

1. CRA Six Month Security Services Report

Executive Director Sugerman explained the item (see attached Exhibit "A").

Board Member Francois asked if the light bar on top of the car is continuously on or if it can be turned off and on as needed.

Executive Director Sugerman stated that the light bar can be turned off and on.

Board Member Francois noted that the quarterly report states that the tour button has been vandalized multiple times and asked if it was considered excessive or normal.

Executive Director Sugerman stated that the tour button has been vandalized three (3) times in four (4) months and because the CRA has not had this service in the past he does not know if that is excessive vandalism.

Board Member Francois asked how the buttons are being vandalized.

Public Works Director Dave Hunt explained that the tour buttons are discs attached to telephone poles and that they are being pried from the poles. He stated the buttons are inexpensive and that the wand that the patrol officer uses is the critical piece of equipment.

Vice-Chair Glas-Castro asked what are the expectations for the security firm and if those expectation have been met.

Executive Director Sugerman explained that the businesses and residents in the CRA have not been surveyed to get formal feedback as to what their belief is and that he has received informal feedback that there is never enough security. He provided the example

that a business in the CRA will have a Sheriff's Office patrol car parked across the street and the business owner will comment that there is not enough security. He stated that staff can add anecdotal evidence regarding whether the security service is adding value to the CRA.

Chair DuBois asked if there is a log of calls and events that ET Security is keeping.

Project Manager Richard Pittman explained that the ET Security has knowledge that the security officer called the Sheriff's Office during the report period. He stated that he does not know what type of incident prompted the security officer to contact the Sheriff's Office. He explained that the security officer's job is to observe and report, they do not confront people and if there is a disturbance the Sheriff's Office is contacted. He stated that it is not part of the agreement that ET Security keep a log or provide a log to the Town.

Vice-Chair Glas-Castro stated that the report is fine and asked if ET Security has met expectations.

Project Manager Pittman stated "yes" and stated that ET Security started on short notice and in the time frame expected. The security officer was sharply dressed, well mannered, got along with persons encountered along the patrol route and performs in an professional manner. He stated that ET Security has met expectations. He asked for the Board to provide information regarding their expectations to be discussed at the July 3, 2013 CRA meeting.

Board Member Francois asked if the security officer wears a uniform.

Project Manager Pittman stated "yes".

Chair DuBois asked if a written report is done if an incident occurs.

Project Manager Pittman stated that he does not know their procedure and would enquire with ET Security.

Chair DuBois thinks that it would be standard operating procedure for a report to be done when an incident occurs.

Project Manager Pittman stated that he does not know their procedure and that he has not asked for nor has an incident report been provided.

Chair DuBois asked who does the security officer contact when there is an incident.

Project Manager Pittman advised that the security officer would call the Sheriff's Office directly.

Executive Director Sugerman stated that ET Security is responsible for two things providing high visible security patrol services and to contact the Sheriff's Office if there is an incident and that the CRA did not ask for written reports.

Chair DuBois stated that he is astounded that the reports would have to be asked for and that they are not part of the standard operating procedures of the security firm. He thinks that the reports should be part of the package for security services.

Executive Director Sugerman stated that reports were not part of the package requested in the Request for Proposals.

Chair DuBois requested that independent reports be created related to calls to the Sheriff's Office.

Board Member Flaherty asked if either of the calls made to the Sheriff's Office resulted in an arrest and if the outcome of the calls made to the Sheriff's Office could also be included in the reports to the Board.

Project Manager Pittman stated that it would not be the responsibility of the security officer to advise the outcome if an arrest was made. He stated that he will make it the security officer's responsibility to advise the CRA that the Sheriff's Office was called and that he would contact the Sheriff's Office to find the outcome.

Board Member Rapoza stated that there should be a log book or some type of record keeping to detail their activities.

Project Manager Pittman explained how the buttons that are scattered throughout the CRA work by the security officer checking in at each button with a wand and that wand captures and transmits the date and time of each check in. The security firm then receives a report of the activity.

Board Member Francois asked who receives the report.

Project Manager Pittman stated that the report was not asked for nor has he received the report and if the report is needed the company is obligated to provide it.

Board Member Rapoza asked if there are an quality control system in place.

Project Manager Pittman stated that ET Security has been very responsive to adjusting the schedule when needed, and allowed staff to ride with the security officer to see their activities.

Board Member Rapoza thinks that a good service company provides monthly reports and that it should be considered for future services.

Mayor DuBois stated that incident reports from the actual patrol officers as needed and monthly supervisor report to the CRA regarding activities of the patrol officers should be included in future contracts or requests for proposals.

Vice-Chair Glas-Castro asked if the CRA has a means to survey the business owners.

Executive Director Sugerman stated “yes”.

Chair DuBois asked if the e-mail contact list is sufficient.

Executive Director Sugerman stated that quite a few of the CRA businesses are in a database. He stated that what is important is that if a survey instrument is going to be used to have appropriately designed questions so that when a response is received there can be an appropriate reaction. It is important for him to understand what is important to the Board to measure.

Chair DuBois stated that visibility of the security and noticeable change in activity are important things to measure.

Board Member O’Rourke asked if the two things that the security company was requested to provide was visibility and reporting.

Executive Director Sugerman stated “yes”.

Board Member O’Rourke stated that he does not think that the security company is meeting the reporting requirement.

Executive Director Sugerman explained that the security firm is meeting the reporting requirement to the Sheriff’s Office as they were not required to report the incidents to the CRA.

Board Member O’Rourke stated that if the security company was asked to provide high visibility and report incidents to the Sheriff’s office that it is not enough.

Executive Director Sugerman explained that the prior CRA Board that reviewed the Request for Proposal, approved it before it went out and that the CRA Board did not accept the first proposals received and had staff rewrite the Request for Proposals and go back out to the market. There were only two (2) expectations and that staff believes that ET Security has met those expectations.

Chair DuBois suggested that a picture of the car be sent to the residents and business owners in the CRA and asked if they have seen the car and if they know that this service is being provided for their benefit.

Board Member O’Rourke stated that the survey could also serve the function of a public relations type effect to let people know that the CRA is trying to do something regarding security.

Board Member Rapoza thinks it is a great idea to get out publicly but also to have it publicized through the Palm Beach Post reporter for the Town.

Motion: A motion was made by Board Member Francois directing staff to send out a survey to businesses and residents in the CRA that includes a photograph of the

ET Security patrol car and questions regarding the visibility of the security service; Board Member Flaherty made the second.

Board Member O'Rourke stated that the motion should include the exact questions.

Motion: A motion was made by Board Member Francois to amended the motion to include the following questions 1. Have you seen this vehicle and this security officer in your area and 2) Did you know that this is a security firm that has been contracted by the CRA for security purposes in the CRA area; Board Member Flaherty made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member Christiane Francois	X		
Board Member Michael O'Rourke	X		
Board Member Kathleen Rapoza	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair James DuBois	X		

Motion passed 6-0.

PUBLIC COMMENT:

None

GENERAL BUSINESS:

2. Approval of CRA Board Meeting Minutes of March 6, 2013

Chair DuBois requested that on page 2 the second paragraph to remove the word "not".

Motion: A motion was made by Board Member Flaherty to approve the Meeting Minutes of January 16, 2013 as amended; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Erin Flaherty	X		
Board Member			

Christiane Francois	X		
Board Member			
Michael O'Rourke	X		
Board Member			
Kathleen Rapoza	X		
Vice-Chair			
Kimberly Glas-Castro	X		
Chair			
James DuBois	X		

Motion passed 6-0.

OLD BUSINESS:

None

NEW BUSINESS:

None

EXECUTIVE DIRECTOR REPORT:

Executive Director Sugerman welcomed the new Board Members. He explained what CRA Board Members do and who is appointed to the Board. He stated that the Artist of Palm Beach County hosted a free workshop for residents on March 16, 2013 and that two (2) Lake Park residents and two (2) from outside the area attended. He stated that the next workshop will be on April 24, 2013 fro 6:00 pm to 8:00 pm and will be basic water color class. He provided a list of new businesses that opened in March in the CRA.

BOARD MEMBERS COMMENTS:

Board Member Francois welcomed the new Board Members. She requested an update on 754 Park Avenue regarding the parking area that has been closed.

Executive Director Sugerman stated that he has been meeting with the parties and that there is no agreement between the two adjacent properties to develop a shared/cross-access or cross maintenance agreement. He believes that the parties are still talking. He stated that the owner of 754 Park Avenue has installed chains and reflective signs. He stated within the past two (2) days the chains from one of the entrances to the parking lot was cut and the reflective signs between the parking lots were sheared off. This has created a serious hazard because approximately two (2) inches of sharp metal was left from the signs sticking out of the ground.

Board Member Francois asked who is responsible for the hazard and has the property owner been advised.

Executive Director Sugerman stated it would be the responsibility of the property owner.

Board Member Francois stated that she spoke with Sue-Ellen Mosler and that Ms. Mosler is considering installing another entrance to her property, which would require the removal of at least one (1) palm tree and possibly two (2) other trees.

Chair DuBois asked if the Public Works Department can remove the hazard and send the property owner a bill.

Executive Director Sugerman believes that the Town cannot go onto private property.

Board Member O'Rourke asked if the Town has an Ordinance regarding hazardous conditions on private property.

Attorney Baird stated that the Town has Ordinances regarding nuisances and what constitutes a nuisance and it is possible that this activity could fall within that definition. The property owner has the legal responsibility to maintain the property within the Town's Codes. He stated that in particular situation these devices were not erected because of Town Codes but erected because the owner wished to secure the property. Liability for injuries, activities and etcetera will be the property owners liability and not the Town.

Chair DuBois asked if a permitting process needs to be provided for property owners that wish to block their driveway entrances in order to ensure that if it does occur that it conforms to some acceptable standard.

Attorney Baird stated that property owners have the right to do what they want to do with their properties as long as they are not violating established Code provisions.

Chair DuBois suggested that a Code provision be established regarding these types of activities.

Vice-Chair Glas-Castro stated that as a private property owner she is not able to install a fence without a permit however, this activity has been permitted to block shared access.

Attorney Baird stated that staff can evaluate whether the signage and structure of what was installed requires a permit and if it does and a permit was not obtained then it would be subject to Code proceedings. If a permit is not required then the property owner can install the signage and structures without obtaining a permit.

Vice-Chair Glas-Castro stated that it is her opinion that the property owner does not have the ability to install the signage and structures because of the bond referendum for the Park Avenue Streetscape. The residents approved the referendum and the Town negotiated the location of the curb cuts, shared driveways, shared parking where going to be. That if the Town Administration and Town Attorney did not have the foresight then to get formal agreements for shared access and shared parking and if there are prescriptive rights by now then other action needs to be taken in the Code that acknowledges that there is a shared access and parking situation.

Chair DuBois stated that at the last meeting he asked former Mayor Paul Castro to provide assistance to the Town regarding this issue and asked if he had been contacted.

Executive Director Sugerman stated that he did not contact former Mayor Castro however, he has spent considerable time reviewing the Town's records on this project.

Chair DuBois stated that the search was to no avail.

Executive Director Sugerman stated "no" that he has a very strong professional opinion about what happened, when it happened, and what did not happen.

Board Member O'Rourke asked if the information that Executive Director Sugerman has obtained could be used to resolve this issue.

Executive Director Sugerman believes that this is a dispute between two (2) private property owners. That the records that he has reviewed very clearly indicated to him that the concept of shared parking, cross access and cross maintenance was discussed in the late 1990's and early 2000's at public meetings and advise was given by the then Assistant Town Attorney on what direction the Town Commission should go. The advise was that the Town should have Ordinances dealing with shared parking, cross access, and cross maintenance agreements for things like the Park Avenue Downtown District (PADD). It is also very clear to him after reviewing the records that no action was ever taken and that there was public acknowledgement that a shared parking agreement should not be entered into for a particular parcel because there was no standard for shared parking in the Town's code. It is his professional opinion that there is nothing the Town or CRA can do presently to force these two (2) property owners to get along.

Board Member O'Rourke made a motion to direct staff to draft Ordinances that would apply to shared parking in the PADD.

Executive Director Sugerman stated that Board Member O'Rourke's motion would be an appropriate motion of the Town Commission and not the CRA Board.

Chair DuBois stated that the motion can be brought before the Commission at the next meeting. He stated that a tool is needed for the future not just for this issue but there are other areas in Town where shared parking exists and business owners are very protective of their parking and if a shared parking concept could be agreed to by business owners it would go a long way. He asked if the Town could create a Planned Unit Development (PUD) for some of these multiple owned blocks. He suggested that the PUD include shared uses for all the properties thus increasing property values because of the increased ability to redevelop. He suggested that Tax Increment Financing (TIF) could be utilized to provide increased parking for those business within the PADD.

Executive Director Sugerman stated that he likes the idea of setting aside incentive funds but the CRA has negative cash flow. He stated that Lake Park is a very unique community and the way it was laid out almost every business is its own stand alone parcel and this is relatively unique. He stated to craft a government regulation that calls for things such as unity of title and shared parking is easier when an property owner has

many parcels instead of one (1) or two (2) parcels. He stated that the suggestion of Chair DuBois would be a monumental task to get individual owners of individual commercial parcels to cooperate under unity of title or a shared parking, cross access and cross maintenance.

Chair DuBois stated that he understands Executive Director Sugerman but that he wants to create some tool or method. He stated that there has to be an incentive for the property owners. He asked if something could be done even if his suggestion may not be the solution given the issues. He stated that a short-term and long-term solution needs to be developed, and if a solution can be created to provide a long-term result. He asked how the Aherns Property was developed.

Attorney Baird stated that a PUD is usually one property owner with several parcels not several property owners.

Board Member Rapoza asked if the property owners are working towards a resolution and noted that an offer has been made from one (1) property owner to the other and no response was received.

Executive Director Sugerman stated that he has not been a party to the conversation between the two (2) property owners.

Board Member Flaherty had no comments.

Board Member O'Rourke asked for an update on 801 Park Avenue (One Park Place).

Executive Director Sugerman stated that Iberia Bank completely owns the property and they are marketing it. He stated that the Town has been in contact with the Bank however, the Bank has not been extremely forthright with their marketing plan. People have approached the Town regarding the property and that he is sending those prospective buyers to the contact person at the Bank and he has heard nothing from the Bank. He stated staff has reach out to the Bank on several occasion expressing to the Bank the desire to assist in finding a buyer for the property and advised that the Town would be willing to expedite permitting to finish the building. The reaction has been "ok, we will call you I don't call us".

Vice-Chair Glas-Castro stated that at the last CRA meeting it was reported that Brown Baggin It had closed and did not fulfill their obligation for the grant funding that they received. She asked if other businesses have been evaluated that have received grant funds to seek promissory notes or agreements to ensure the CRA is not in the same position.

Executive Director Sugerman explained that since he has been the Executive Director that any time there has been a loan there is a promissory note attached to that loan. He stated that the CRA is not making any more loans.

Vice-Mayor Glas-Castro asked if other businesses were in the same position as Brown Baggin It and if they were to close that the obligation would go unpaid.

Executive Director Sugerman believes that Brown Baggin It is the only loan without a promissory note.

Vice-Mayor Glas-Castro stated that included in the monthly report is a list of new businesses. She asked if there is a means to identify new businesses in Town on the Town website so that a user could look up a local service provider.

Executive Director Sugerman stated that the Town website promotes new businesses in Town through a link on the right side of the Town website home page and it is updated monthly. A directory of businesses in Town has not been created on the Town website.

Vice-Mayor Glas-Castro stated that a resident shared that idea with her and noted that this feature in on the Town of Jupiter' s website.

Board Member Rapoza asked if it would be feasible that if a business owner wanted to have a link on the CRA website and that they could pay for that service.

Executive Director Sugerman stated that it has not been encouraged because the Town's Code allows adult businesses and massage parlors and as the Executive Director, he does not want to be put into the position to decide which businesses should and should not have a link on the Town website. While an announcement is made of the new businesses in the CRA each month a directory of businesses has not been created for the CRA or Town website.

Chair DuBois suggested that the discussion be continued and that the Jupiter website be reviewed to see how they developed a criteria for inclusion in the business directory.

Board Member Flaherty stated that he would review the Jupiter website and see what can be done on the CRA and Town websites.

Executive Director Sugerman stated that last month the Commission approved an agreement with Relocate.org, which will be promoting the Town, and that Relocate.org will be providing space to local business on their website. There is a limitation on who Relocate.org will engage in promoting.

Chair DuBois stated that on Wednesday, April 24, 2013 from 6:00 pm to 8:00 pm that the Artist of Palm Beach County will be offering a workshop on watercolor basics at Art on Park. This is a great way to start in the arts.

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 7:47 p.m.

Chair, James DuBois

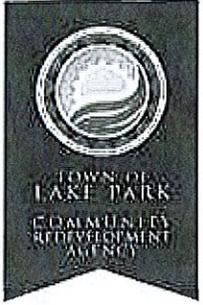
Deputy Agency Clerk, Shari Canada, CMC

Agency Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2013

Exhibit "A"
04/03/2013 CRA



**CRA
Agenda Request Form**

Meeting Date: April 3, 2013

Agenda Item No. *Tab 1*

Agenda Title: Quarterly Report for CRA Security Officer Patrol Services

- SPECIAL PRESENTATION/REPORT CONSENT AGENDA
- OLD BUSINESS NEW BUSINESS: Resolution
- DISCUSSION FOR FUTURE ACTION OTHER

Approved by Executive Director: *[Signature]* Date: 3/20/13

Richard Pittman, Project Manager *RP*
Name/Title

Originating Department: Public Works	Costs: \$ 0.00 Funding Source: Acct. # <input checked="" type="checkbox"/> Finance _____	Attachments: Quarterly Report Photo of Security Vehicle
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Summary Explanation/Background: The CRA Board is being updated on the CRA Security Officer Patrol Services being performed within the CRA. A report for the period December 15, 2012 thru March 15, 2013 is attached.

In previous budget years the CRA funded at least one Sheriff's Department deputy specifically for the CRA. The budget for FY 2012-2013 could not afford to continue with a dedicated Sheriff Deputy. The CRA Board decided to advertise for a private security firm to perform a security patrol service. The service commenced on December 15, 2012. The existing contract expires September 30, 2013.

The next CRA Board meeting is scheduled for July 3, 2013. At that meeting the Board will be asked to give direction on several options that will be presented associated with CRA security services in preparation for the CRA 2013-2014 budget. The CRA Executive Director would like input from individual Board members in advance of the July 3rd meeting so that the questions and concerns can be addressed as part of the presentation.

Recommended Motion: Motion to encourage individual Board members to communicate with the CRA Executive Director regarding CRA security in advance of the July 3, 2013 meeting.

QUARTERLY REPORT
Dec. 15, 2012-March 15, 2013
CRA SECURITY OFFICER PATROL SERVICES (UNARMED)
E.T. SECURITY

The CRA Board approved the award of contract on December 5, 2012. E.T. Security was notified of the contract award and Mr. Eddie Tucker, Mr. Chris Goolsby and Mr. Adelar Montesino visited Lake Park to sign the contract and prepare for the service to commence on December 15, 2012. A security patrol automobile was acquired, stenciled and ready for December 15th. "Detex" tour buttons were placed at ten locations within the CRA district which does include the CRA district west of the FEC Railroad. E.T. Security uses the tour buttons to monitor time and location of their security guard.

The contract amount is \$21,961.00 thru September 30, 2013. The contract requires security officer patrol service to be performed from the public road and alleyways throughout the CRA district.

E.T. Security has provided the roving security guard averaging twenty-five hours per week since December 15th. The service is routinely provided on Friday and Saturday evenings. The remainder of the evenings of service varies from week to week.

Mr. Adelar Montesino has been the security patrol officer. He has been smartly uniformed and has been punctual. The monthly schedule has been adhered to.

In February, Dave Hunt and Richard Pittman met with the E.T. Security for a drive around after dark. Locations were identified where greater presence was needed on Park Ave. and on 10th Street.

The patrol vehicle suffered damage while the vehicle was at a shop awaiting the final decal being placed. For a few weeks the vehicle was being used in this unsightly condition. The vehicle window was repaired March 4 thru 6.

The patrol vehicle has lacked a light bar since the service began. The light bar was installed during the March 4 thru 6 period but the electrical was not connected. The management of E.T. Security did call to advise that they were aware of the omission of the electrical to the light bar.

On Tuesday, March 12, Mr. Chris Goolsby with E.T. Security advised the Town that Mr. Montesino, security patrol officer, had resigned. Mr. Chris Goolsby would be performing the service until another security patrol officer could be hired.

During this quarter three tour buttons were vandalized and replaced. Also, during this quarter the security officer contacted the Sheriff's Department two times.

This report was prepared by Richard Pittman, Town of Lake Park Project Manager and Chris Goolsby, E.T. Security Supervisor.



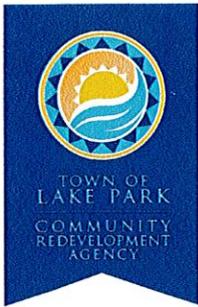
Richard Pittman, Project Manager



Chris Goolsby, E.T. Security

NEW BUSINESS

TAB 2



CRA
Agenda Request Form

Meeting Date: May 15, 2015

Agenda Item No. *Tab 2*

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

- | | | | |
|--------------------------|------------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | SPECIAL PRESENTATION/REPORT | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/> | OLD BUSINESS | <input checked="" type="checkbox"/> | NEW BUSINESS |
| <input type="checkbox"/> | DISCUSSION FOR FUTURE ACTION | <input type="checkbox"/> | OTHER |

Approved by Executive Director: *DSS* Date: *5/2/13*

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

Originating Department: Executive Director	Costs: \$ 0.00 Funding Source: Acct. # N/A <input type="checkbox"/> Finance _____	Attachments: - Contract with ET Security, Inc. - Survey Results
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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

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.

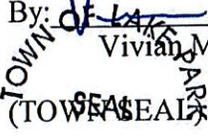
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

LAKE PARK CRA

By: [Signature]
Vivian Mendez Lemley, Town Clerk

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)

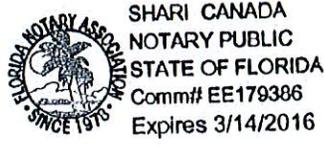
STATE OF Florida
COUNTY OF Palm Beach

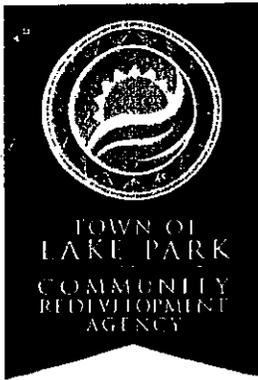
Sworn to and subscribed before me this 14 day of December, 2012 by Eddie Tucker
(check one) { } who is personally known to me or { } has produced Drivers Licence
as identification.

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

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

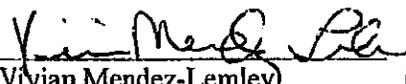
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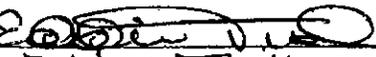
.....

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

Welcome to Constant Contact, Karen!

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Email Details

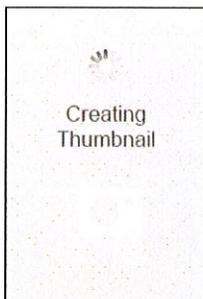
FinalCRASurvey SENT

[Back](#)

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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

What you can try: Loading. Please wait...

[Diagnose Connection Problems](#)

Email Run History

[See All Email Reports](#)

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/mavmap/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

- Frequently Asked Questions
- Tutorials and Guides
- Support Blog
- Contact Support
- Custom Services

Learning Resources

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

Products

- Email Marketing
- Online Survey
- EventSpot
- Social Media Marketing

Tools

- Contacts
- Library
- My Settings

Billing

- My Account
- Pricing Chart

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Quick, two-question survey for CRA businesses

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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.

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	Response Count
Show Responses	6
answered question	6
skipped question	14

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