

AGENDA

Community Redevelopment Agency Meeting
 Wednesday, September 5, 2012, 6:30 pm
 Lake Park Town Hall
 535 Park Avenue

James DuBois	—	Chair
Kendall Rumsey	—	Vice-Chair
Christiane Francois	—	Board Member
Steven Hockman	—	Board Member
Jeanine Longtin	—	Board Member
Sue-Ellen Mosler	—	Board Member
Tim Stevens	—	Board Member
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Dale S. Sugerman, Ph.D.	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez Lemley, 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**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- E. **PRESENTATION:**
 - 1. **CRA Updates**
- F. **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.

Tab 1

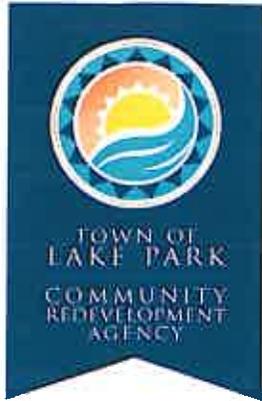
- G. **Consent Agenda:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and **considered in its normal sequence on the Agenda.** **Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.**

Consent Agenda Items Recommended For Approval:

2. Approval of CRA Board Meeting Minutes of August 1, 2012 Tab 2
- H. **RESOLUTIONS:**
3. Resolution No. 20-09-12 Approval of Final CRA Budget for Fiscal Year 2012/2013 Tab 3
4. Resolution No. 21-09-12 Renewal for FY 2013 of the Florida League of Cities Florida Municipal Insurance Trust property, Casualty, and General Liability Insurance Tab 4
- I. **DISCUSSION AND POSSIBLE ACTION:**
5. Resolution No. 22-09-12 License Agreement with Artists of Palm Beach County for Occupancy of 800 Park Avenue (Art on Park) Tab 5
6. Security Guard Services for CRA Tab 6
- J. **BOARD MEMBER COMMENTS**
- K. **EXECUTIVE DIRECTOR COMMENTS**
- L. **ADJOURNMENT**

PRESENTATION

TAB 1



**CRA
Agenda Request Form**

Meeting Date:

Agenda Item No. *Tab 1*

- | | | | |
|-------------------------------------|-----------------------------|--------------------------|---------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input type="checkbox"/> | Consent |
| <input checked="" type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: CRA Updates Report

RECOMMENDED MOTION/ACTION:

Staff Signature _____ *[Signature]* **Date:** 8-27-12

Approved by Executive Director _____ *[Signature]* **Date:** 8/28/12

Prepared By: Jennifer Spicer Economic Dev. Director	Costs: \$ Funding Source: Acct. #	Attachments: CRA Updates Report
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Summary Explanation/Background:

Attached you will find the CRA updates report, with the following topics.

- 801 Park Avenue- One Park Place
- 826 Park Avenue- Pho Hot Pot Restaurant
- 918 Park Avenue- Historical Building
- 933 Park Avenue- Grumpy Grouper Restaurant



CRA UPDATES

September 5, 2012

CRA Meeting

✓ **801 Park Avenue - One Park Place**

The CRA Staff scheduled a meeting with the property owner- Richard Ahrens and the prospective buyer, in order to clarify all pending matters between the property owner and the financial institution's engagements.

✓ **826 Park Avenue - Pho Hot Pot**

Signage permit is being submitted to the Community Development Department for approval. The restaurant is scheduled to open for business on Friday, August 31, 2012

✓ **918 Park Avenue - Historical Bldg**

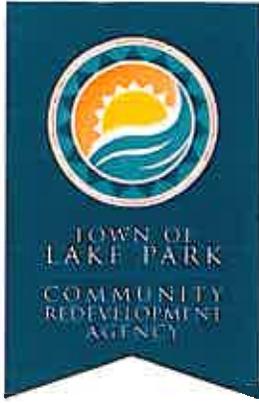
On August 15, 2012, the Town issued a release of liens for 918 Park Avenue. The release of liens has been forwarded to Palm Beach County for recording in the County records. Interior renovations continue.

✓ **933 Park Avenue - Grumpy Grouper**

Rick Smith- owner of the Grumpy Grouper Restaurant has started the build out for his second Grumpy Grouper restaurant located at 933 Park Avenue, previously known as Mario's Restaurant. He projects to open for business by November 1, 2012.

Consent Agenda

TAB 2



**CRA
Agenda Request Form**

Meeting Date: September 05, 2012

Agenda Item No. *Tab 2*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input checked="" type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: CRA Meeting Minutes of August 01, 2012

RECOMMENDED MOTION/ACTION: To approve the CRA Meeting Minutes of August 01, 2012

Staff Signature *Shari Canada* **Date:** 08/14/2012

Approved by Executive Director *[Signature]* **Date:** 8/14/12

<p>Prepared By:</p> <p>Shari Canada, CMC Deputy Agency Clerk</p>	<p>Costs: \$ 0</p> <p>Funding Source:</p> <p>Acct. #</p>	<p>Attachments:</p> <p>CRA Agenda Minutes Exhibit "A" Exhibit "B" Exhibit "C"</p>
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Summary Explanation/Background:



AGENDA

Community Redevelopment Agency Meeting
 Wednesday, August 1, 2012, 6:30 pm
 Lake Park Town Hall
 535 Park Avenue

James DuBois	—	Chair
Kendall Rumsey	—	Vice-Chair
Christiane Francois	—	Board Member
Steven Hockman	—	Board Member
Jeanine Longtin	—	Board Member
Sue-Ellen Mosler	—	Board Member
Tim Stevens	—	Board Member
.....		
Dale S. Sugarman, Ph.D.	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
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- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- E. **PRESENTATION:**
 - 1. **Proposed CRA 2012-2013 Budget** Tab 1
 - 2. **CRA UPDATES REPORT:** Tab 2
 - 918 Park Avenue (Historic Building)
 - 801 Park Avenue (One Park Place)
 - 826 Park Avenue (Pho Hot Pot)

G. 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.

- H. Consent Agenda: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.**

Consent Agenda Items Recommended For Approval:

- 3. Approval of CRA Board Meeting Minutes of June 6, 2012 Tab 3
- 4. Approval of CRA Board Meeting Minutes of June 20, 2012 Tab 4

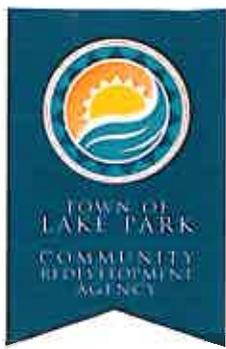
I. DISCUSSION AND POSSIBLE ACTION:

- 5. License Agreement with Artists of Palm Beach County for Occupancy of 800 Park Avenue (Art on Park) Tab 5
- 6. Loan Recommendation for Grumpy Grouper Tab 6
- 7. Accept MHS Enterprises of Lantana, Inc. Promissory Note for Grumpy Grouper Restaurant Tab 7

J. BOARD MEMBER COMMENTS

K. EXECUTIVE DIRECTOR COMMENTS

L. ADJOURNMENT



Minutes
Town of Lake Park, Florida
Community Redevelopment Agency Board Meeting
Wednesday, August 1, 2012, 6:30 p.m.
Town Commission Chamber, 535 Park Avenue

The Community Redevelopment Agency Board met on Wednesday, August 1, 2012 at 6:30 p.m. Present were Chair James DuBois, Vice-Chair Kendall Rumsey, Board Members Christiane Francois, Steven Hockman, Jeanine Longtin, and Sue-Ellen Mosler, Executive Director Dale S. Sugerman, and Agency Clerk Vivian Lemley. Board Member Stevens arrived at 6:43 pm.

Chair DuBois led the Pledge of Allegiance.

Agency Clerk Lemley performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Motion: A motion was made by Board Member Hockman to approve the Agenda; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens			Absent
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 6-0

PRESENTATIONS:

1. Proposed CRA 2012-2013 Budget

Finance Director Blake Rane presented the Budget (see Exhibit "A"). He stated that the Board discussed the budget at the June 6, 2012 CRA meeting and there have been some

adjustment made since that meeting. The revenue came in 5% lower than presented, the taxable value in the CRA is approximately 4.5% lower than last year. He reviewed the revenues, expenditures, and debt payments for the CRA.

Vice-Chair Rumsey asked for an explanation of the transfer from the General Fund of \$245,825 on page 3 of the proposed budget. (See Exhibit "A")

Finance Director Rane stated that is the Tax Increment Financing (TIF)

Vice-Chair Rumsey asked if that gets the CRA up to date on the TIF.

Finance Director Rane stated on the income statement it is up to date, but there is some clean-up work that needs to be done for Fiscal Year 2011 on the balance sheet.

Vice-Mayor Rumsey asked what the TIF would be in the 2014 budget.

Finance Director Rane stated that assuming that the taxable value and millage rates by the County and Town stay the same the TIF would be the same.

Vice-Chair Rumsey asked if the utilities of \$15,000 on page 4 (see Exhibit "A") is for the Arts building.

Finance Director Rane stated "no" that line item is to pay Seacoast Utility Authority for water and FPL for electricity for the streetlights and to run the pumps to water the various green areas.

Vice-Chair Rumsey asked for an explanation about the \$750 for equipment rental (see page 4 Exhibit "A")

Finance Director Rane stated that is for the rental of the truck to put up the holiday banners.

Vice-Chair asked for an explanation about the \$1200 for repair and maintenance (see page 4 Exhibit "A").

Finance Director Rane stated that is for the various pumps and equipment.

Board Member Longtin asked for an explanation of the \$500 from Interest Earnings (see page 2 Exhibit "A").

Finance Director Rane stated that the CRA has loaned money to various businesses in the CRA and this represents the interest that those companies will pay during the course of the year.

Board Member Longtin asked for an explanation regarding the Interest Income (see page 3 Exhibit "A")

Finance Director Rane explained that the Interest Income is money that the CRA has invested in various investment opportunities and that there is still some cash in the CRA and it will probably bring that much interest.

Board Member Longtin asked if those funds are shown in the budget.

Finance Director Rane stated "no" that those funds are reflect on the balance sheet.

Board Member Longtin asked if the holiday banners are only placed on Park Avenue in the CRA area.

Finance Director Rane stated that he has been advised that the banners are only on Park Avenue.

Public Works Director Dave Hunt stated that the Town has a contractor who put lighted decoration on 10th Street.

Vice-Chair Rumsey asked if the Town pays a contractor to put up the decorations on 10th street. Does the CRA pays for the rental of a truck and Town staff to put up the decoration on Park Avenue.

Public Works Director Hunt stated that banners are put up on Park Avenue by Town staff and electric ornaments on 10th Street are put up by a contractor. He stated that the electric ornaments are stored, maintained, and installed by the contractor.

Vice-Chair Rumsey asked how many banners are on Park Avenue.

Public Works Director Hunt stated 27.

Vice-Chair Rumsey asked how much it costs for the contractor to install the electric ornaments on 10th Street and if the contractor would be willing to install the banners on Park Avenue and how much that would cost.

Public Works Director Hunt stated that he would have to get that information.

Vice-Mayor Rumsey asked what is \$750 divided by 27.

Finance Director Rane stated that is about \$30.

Vice-Mayor Rumsey stated that is 30 per banner.

Board Member Longtin stated that she does not think the installation of the holiday banners should be charged to the CRA.

Board Member Hockman stated that there is nothing in the budget for special events like the Seafood Festival.

Executive Director Sugerman stated that he is correct. He stated that there will be a Seafood Festival and that he is currently in negotiations with an event planner to put on the Seafood Festival and other event at no charge. He stated that he is not prepared to bring that contract forward at this time because he is still in negotiations.

Commissioner Hockman asked if that was the same for the art show.

Executive Director Sugerman stated that the art show is not be negotiated with that event planner.

Chair DuBois stated that there may be an opportunity for an art show with the new tenants at Art on Park building.

Board Member Hockman asked for an explanation regarding the \$12,892 for Insurance and ask specifically if that included the insurance on the Art on Park building (see page 4 Exhibit "A").

Finance Director Rane stated that this is a special insurance policy written for the CRA and its assets which includes the 800 Park Avenue building.

Board Member Hockman stated that it was his understanding that the people proposed to lease the Art on Park building had to pay the insurance for the building.

Finance Director Rane explained that the agreement for the 800 Park Avenue building was on this agenda and that if the insurance is to be subsidized by the tenant then that amount will be adjusted in the budget.

Board Member Hockman asked for an explanation of the garbage for \$550 (see page 6 of Exhibit "A")

Finance Director Rane stated that is the annual fee for picking up the public garbage cans along Park Avenue.

Board Member Francois asked about the \$6,600 for Rental & Leases – Office Space and if that was for the CRA office.

Finance Director Rane stated "yes" and that staff is working on not having that expense. He stated that at the next CRA meeting on September 5, 2012 a finalized budget will be presented to the Board for approval.

2. CRA Updates Report:
918 Park Avenue (Historic Building)
801 Park Avenue (One Park Place)
826 Park Avenue (Pho Hot Pot)

Economic Development Director Jennifer Spicer provided and update on the status of 918 and 801 Park Avenue (see Exhibit "B").

Julie Thach, owner of Pho Hot Pot Restaurant, provided a status update and stated that the restaurant would be opening soon. She stated that the business license was issued in the wrong name and she is waiting for a correct business license to be issued.

Board Member Longtin stated that the report states that the restaurant will open by August 15, 2012 and asked Ms. Thach when the restaurant will be open barring any unforeseen circumstances.

Ms. Thach stated that everything is done and that they are waiting for the business license.

Economic Development Director Spicer explained that a business license is required and that when the contractor completed the paperwork the contractor put the wrong business name and Palm Beach County will not issue a correct business license until the name is corrected.

Commissioner Longtin asked Attorney Baird for clarification on if the contractor put the wrong name what that has to do with the business license.

Attorney Baird stated that he does not know.

Chair DuBois thanked Ms. Thach for coming and wished her success.

Economic Development Director Spicer stated that Ms. Thach is offering tours of the restaurant to any of the Board Members to see the renovations.

Board Member Mosler asked if the restaurant will be open for lunch.

Economic Development Director Spicer stated "yes".

PUBLIC COMMENT:

No Comments.

CONSENT AGENDA:

3. CRA Board Meeting Minutes of June 6, 2012
4. CRA Board Meeting Minutes of June 20, 2012

Motion: A motion was made by Board Member Hockman to approve the Consent Agenda; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member			

Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 7-0.

DISCUSSION AND POSSIBLE ACTION:

5. License Agreement with Artists of Palm Beach County for Occupancy of 800 Park Avenue (Art of Park)

Executive Director Sugerman explained that this is the finalized license agreement with Artists of Palm Beach County for their occupancy of the 800 Park Avenue building. He stated that the agreement has been reviewed by all parties, including Attorney Baird and that all the documents are in order. He stated the Artists of Palm Beach County are present to answer any questions.

Chair DuBois suggested that on page 2 of the agreement it include the requirement to obtain a business license through the Town.

Board Member Longtin asked if that is on the license agreement on page 2.

Chair DuBois stated that on page 2 of the license agreement there is a list of requirements for the tenant and he thought a business license should be a part of that list.

Executive Director Sugerman stated that if there is an obligation for the artist to obtain a business license it would be an obligation under the Town Code and does not have to be a stipulation in the license agreement. He stated that if the Town Code requires that a business license is obtained one shall be whether the requirement is in the agreement or not.

Chair DuBois stated that on page 6 of the agreement he would like to add the following provision added requiring the name of the building remain "Art on Park" and that the operator would be permitted to add a sign with their name. He thought the Board decided that the name on the building would remain the same and the operator would be added to it.

Board Member Longtin asked Chair DuBois to reiterate what he is requesting.

Chair DuBois stated that he is attempting to keep the identification of the building itself as the "Art on Park" building and that the operators of the building would be permitted to add a sign with their name on it.

Board Member Hockman stated that building name would stay "Art on Park" and the group would have their own business name underneath the building name.

Chair DuBois concurred with Board Member Hockman and that the signage for the operator could be located elsewhere on the building wherever it is convenient.

Commissioner Stevens stated that he is in agreement with keeping the name "Art on Park". He stated item 2 of the agreement, second bullet states "a monthly schedule of Arts/Crafts classes that shall be open to the general public; 1 Arts/Crafts class at no cost to the public at least once a month" and that he wants to change it to 4 Arts/Crafts classes at no cost to the public at least once a month. He stated that the reason he wants the change is because the CRA has \$36,000 annually in debt service, equipment that is located at the facility and the usage of the property by the tenant.

Chair DuBois stated that he would give the operator some time to get up and going rather than require that level of service from the beginning.

Commissioner Stevens stated that he has no problem with adding starting in 2013, but he thinks for the investment that the CRA has put in that one class a week is fair.

Board Member Francois stated that she concurs. She asked how long is the term of the agreement.

Board Member Stevens stated that the agreement states a one year term, however the dates are missing.

Board Member Francois stated that the Board had discussed having outdoor events or art outdoors on Park Avenue and asked if that was part of the agreement.

Economic Development Director Spicer stated that the lease agreement was determined based on the Request for Qualifications (RFQ) that was approved by the Board. She stated that the RFQ specified that the "Art on Park" name must be kept and that the tenant can have a plaque that states the operator's name. She stated that the number of classes is also based on the RFQ, but things can be changed based on the applicant. She noted that the applicant has questions as well. She stated that the RFQ provided that the tenant take part in any events on Park Avenue.

Chair DuBois asked if there was specification about sponsoring or providing outdoor events in the RFQ.

Economic Development Director Spicer stated "no".

Board Member Stevens stated that is what was in the RFQ, but that during the presentations the applicant agreed that they were going to pursue outdoor activities.

Economic Development Director Spicer stated that Joe Friedman, President of Artists of Palm Beach County, is present if the Board wants to ask direct questions.

Chair DuBois stated that there may be conflict because the Town only allows four events per year without a waiver. He thinks it would be a good idea to find out from the applicant if they can run more classes than one a month after a year's time and would be interested in hosting and organizing some outdoor art events.

Board Member Longtin suggested that the Board continue to go through the agreement and get all the questions for the tenant to be answered at once.

Chair DuBois concurred with the suggestion.

Board Member Longtin stated that Chair DuBois' concern regarding keeping the name the same is addressed on page 1, item 2 of the agreement and read the sentence "The Gallery name 'Art on Park Studio and Gallery' shall remain the same". She concurred that the requirement for a business license needs to be added and that the license must remain current. She agrees with requiring four free classes a month that are free to the public and that during the presentations that all the groups stated that they would do so much more than one class a month. She finds the requirement extremely lacking. She thinks that all the applicants stated during their presentations that they would be amenable to doing outdoor shows. She stated that the agreement shows nowhere what was discussed during the presentations between the applicant and the Board. She stated that the word "to" is not necessary at the end of item 6 (see page 2 of Exhibit "A"). She stated that item 8 references an equipment list and asked how the equipment is marked to show it is Town property.

Economic Development Director Spicer stated that she does not think that the equipment is currently marked and if it is going to remain per the agreement then it should be marked.

Board Member Longtin stated that a sign off sheet for the equipment is needed and it should include the status and condition of equipment. She asked if Attorney Baird reviewed the contract.

Attorney Baird stated that he prepared the form of the contract and staff inserted the substance.

Board Member Longtin requested that in the future documentation be provided showing that Attorney Baird reviewed the document.

Attorney Baird clarified that on legal documents such as this that he does not negotiate the substance or the terms of the agreement. He prepares a form and then the negotiation takes place between the staff and the applicant or the Board and the applicant. He stated that even if he had provided the "good to go" form it would have only been for the format and form of the legal document.

Board Member Longtin stated that she understood that and she wants to see that form. She read item 12 "In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of the License, whereby the same shall be rendered in the opinion of the Town un-tenantable, then the CRA shall have the right to render said Premises tenantable by repairs within 90 days there from. If said Premises are not in the opinion of the CRA rendered tenantable within said time, either party may cancel this License, and in the event of such cancellation the Tenant shall coordinate any change in responsibility for the utilities with the CRA." and asked for explanation.

Attorney Baird stated that it is standard language for leases and licenses; for example a hurricane destroys the property the CRA can repair the property or elect not to repair the property.

Board Member Longtin stated that these are professionals and if they need a year to get up and running that she would guarantee that one of the other applicants would not need a year to provide the classes, so she would hope that they can do more than one class a month in less than a year. She stated that she would give them a month maybe two because those classes need to get going. She asked who is liable for the equipment should something happen.

Attorney Baird stated that provision would not necessarily be in the agreement and if the tenant damaged the CRA's property then the tenant would be liable to damage done to the property and if necessary the CRA would enforce that in whatever legal means that the CRA has available to it.

Board Member Longtin stated that should be in the contract.

Attorney Baird stated that if the Board wants it added into the contract then it can be added.

Board Member Longtin stated that it should be in the contract if the equipment were to go missing and there is no clause to rectify the situation.

Board Member Francois stated that she would like the tenant to do more for the outdoor activities and classes then specified in the agreement.

Board Member Mosler stated that item 18 in the agreement covers Board Member Longtin's concerns about the tenant taking care of equipment.

Board Member Longtin asked which line.

Board Member Mosler stated that the entire paragraph discusses that the tenant is to maintain everything in good working order and in the same condition as when the tenant took possession.

Board Member Longtin asked if the equipment is specified.

Vice-Chair Rumsey read a portion of the provision; "Said equipment shall be maintained by the Tenant at the Tenants expense".

Board Member Mosler stated that she agrees that more than one class a month should be offered by the first of the year.

Board Member Hockman stated that in item 4 that the word "response" should be the "responsible". He stated that in item 4 it mentions Property Insurance and that it is subject to change annually and shall cover antiques and arts and asked whether the tenant is going to pay for the building insurance in case of damage to the building by fire or if the CRA is going to be covering that cost. He stated that he thinks the tenant should be aware of what the insurance cost is for the building. He stated that he agrees with the comments regarding the number of classes to be offered each month.

Vice-Chair Rumsey stated that he agrees with the comments regarding four classes a month and that he is fine with waiting until January 2013 to begin offering those classes. He is willing to provide the tenant a few months to get up and going, but the sooner the classes could be offered the more it would benefit the community. He stated that he concurs with the comments with more activities beyond the door and he understands that it is not in the agreement, but it has been something that was discussed during the presentation to the Board. He stated that based on that discussion he is comfortable that the tenant will be working outside of the doors to bring more things to the area.

Chair DuBois recapped the discussion. He stated that the request to add the provision to keep the building name the same has been removed because it is already in the agreement. The request to add requirement regarding business license has been removed because the Town has other methods to handle that requirement. He stated the questions that remain are; 1) 4 Arts/Crafts classes at no cost to the public at least once a month, 2) outdoor activities or events, and 3) building insurance.

Joe Friedman introduced himself as the President of Artists of Palm Beach County (APBC). He stated that adding more classes is not a problem and that not only are the members of APBC artists, but many are also professional teachers with many years of experience. He stated that their operations will expand as interest encourages APBC to expand. He stated that they would like to offer 4 or more and whatever they can do for the Town they would like to do as the Town is giving a great deal to them. He stated that this is his first opportunity to review this agreement in depth and he wants to make sure that everything that the Board is asking for is something that APBC can provide. He stated that as far as a business license that APBC will abide by all State and Local requirements. He stated that he had a question about being open seven days a week because he does not know if it is feasible because of other commitments by the members and requested that it be changes to six days a week.

Vice-Chair Rumsey stated that he thinks it was in the RFQ that the facility had to be open seven days a week because the Town is trying to create a vibrant downtown atmosphere.

Mr. Friedman stated that if seven days a week is what was agreed to then that is what APBC will do.

Mayor DuBois stated that he had questioned the feasibility of seven days a week, but it was in the RFQ.

Mr. Friedman stated that since there will also be studio space that there should be someone there all the time and that APBC has people that will be working on a regular basis.

Board Member Stevens asked about the outdoor venues.

Mr. Friedman stated that APBC will participate in Town functions and will also promote those functions through their resources. He stated that APBC is planning a celebration when they open because they have been looking for a home of their own for quite some time and this is a big step for APBC. He stated that APBC wants to be partners with the Town.

Board Member Stevens asked about APBC putting on their own events.

Mr. Friedman stated that APBC will be having shows on a regular rotating basis. He stated that all the shows will be juried and member artists will have their work hanging in the gallery.

Board Member Longtin asked if they will need five months to get classes going.

Mr. Friedman stated that it could happen within a month, but that it depends on traffic and interest.

Board Member Longtin asked if they can commit to offer the four classes a month by January 1, 2013.

Mr. Friedman stated "yes" that they would know by then the interest level.

Board Member Longtin asked if the Town does not have an outdoor event will they have an outdoor event.

Mr. Friedman stated that they will offer shows on a regular basis.

Board Member Longtin asked how many events are they planning.

Mr. Friedman stated that they have not laid it out. He stated that APBC will provide the activities as described in the RFQ.

Board Member Hockman stated that the RFQ did call for a monthly show in the building. He stated that the Board would like to continue the Art Show on Park Avenue in the Spring time.

Mr. Friedman stated that APBC will make every effort to make something happen outdoors as well as in the gallery. He stated that they want to bring people in and create

interest. He stated that Park Avenue is beginning to build an art community and they want to be a part of it and want to expand it as much as they can.

Board Member Longtin stated that in item 23 of the agreement on the second line the word "be" needs to be added between "shall" and "subject".

Chair DuBois asked Executive Director Sugerman if the Board provided enough direction in order to execute this document. He stated that the changes, other than clerical changes, are; 1) a provision for 4 classes a month by January 1, 2013 and 2) language to be added to do outdoor events.

Board Member Longtin suggested that this item be moved to the next meeting so that the agreement can be rewritten to be more in line with the RFQ.

Chair DuBois stated that there are only the two (2) items that have been brought forward from the Board for discussion for changes to the agreement.

Board Member Francois asked if a provision could be added to do the Art Festival in the Winter.

Chair DuBois stated that he did not know because that exceeds the RFQ. He stated that he is not prepared to add that to the agreement because the Board did not specify in the RFQ that the tenant would be expected to put on a street fair.

Board Member Stevens asked Mr. Friedman what the minimum number of outdoor events they would be comfortable doing.

Lucy Keshavarz, Board Member APBC, stated that she did the presentation on June 20, 2012 as Mr. Friedman was unavailable. She stated that some of the visioning that APBC did when they saw the space was how great the parking lot is. She explained how the doors to building could be opened and there could be an indoor/outdoor type event or events. She stated that APBC is not prepared tonight to reach agreement as they need their real estate attorney to review the agreement, although she does not think it is a big deal. She stated that the other thing that needs to be done now that they have the agreement in hand and they hear the Board comments is to put it all together with the presentation they made on June 20, 2012 with their Board to line all of it up. She stated as far as outdoor events that APBC would participate in the Town events and be a large presence, but for APBC to take on an outdoor event on the whole street, she does not think they are ready for that yet.

Chair DuBois stated that he does not have a problem with that position at all and at some point in the future maybe APBC would be able to do an art festival.

Vice-Chair Rumsey stated that he started the outdoor event conversation during the presentation and that APBC did propose opening the doors and going out into the parking lot and that the Board was excited and was good with that. He stated that his intention was never to ask APBC to create a street festival. He stated that his preference is to have APBC get up and running and then expand to a larger arts program as the opportunity

arises. He stated that the Board wants 4 classes a month free to the community and for those classes to start no later than January 2013. He stated that the Board would like to see activities outside the doors of the gallery and that for him that does not mean creating an arts festival downtown. He stated that staff knows the Board's concerns and suggested that staff and APBC work together on the final agreement and bring it back at the next meeting.

Chair DuBois stated that the Board has reached consensus regarding the changes to the agreement and for the agreement to be brought back at the next meeting.

Ms. Keshavarz stated that Mr. Friedman received the agreement approximately a week ago, but that APBC Board has not had to opportunity to discuss the agreement. She stated that their understanding of the process was that the CRA Board would discuss the agreement and approve it then it would come to them to discuss and approve.

Executive Director Sugerman asked for clarification from the Board regarding the 4 classes being offered by January 1, 2013.

Motion: A motion was made by Vice-Chair Rumsey to change the agreement to require four (4) Arts/Crafts classes at no cost to the Lake Park residents at least once a month beginning January 1, 2013; Board Member Stevens made the second.

Board Member Longtin stated that this is going to take them four (4) to five (5) month for this when the other groups were good to go.

Board Member Stevens suggested that the agreement could stipulate that one class a month is offered now until January 1, 2013 and then it moves to four classes a month.

Board Member Longtin stated that Board Member Stevens' suggestion is a good compromise and that if this is coming back at the next meeting it provides APBC another month.

Vice-Chair Rumsey stated that it will take a few months for APBC to actually get into the building and start doing anything.

Chair DuBois asked if there is a modification to the motion to offer one class a month until January 1, 2013.

Vice-Chair Rumsey amended his motion to include one class until January 1, 2013 and then four (4) classes a month thereafter.

Board Member Stevens seconded the amended motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		

Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 7-0

Executive Director Sugerman asked for clarification regarding Board Member Hockman's question regarding insurance. He stated that since the CRA is the landlord and property owner the CRA is prepared to insure the property and pay for it. However, Board Member Hockman is asking if the tenant should reimburse the CRA for that expenditure.

Board Member Longtin stated that it was her understanding that the tenant is required to pay for electric, insurance, water and related expenses.

Board Member Hockman stated that the tenant has been told they have to pay the insurance, but it does not specify the amount of the premium. He stated that he understands that the insurance can go up from year to year, but if the tenant is going to pay for the building insurance then the Board needs to let them know how much.

Chair DuBois read the requirement from the contract "Property Insurance - subject to change annually, insurance shall cover Antiques and Arts" and stated that from his prospective that is renter's insurance on the interior and the personal property within the building and that he did not read that item as requiring real estate building insurance. He stated that he does not recall in the Board's discussions that real estate property insurance was included as a utility.

Board Member Hockman stated that the item states property insurance.

Board Member Longtin stated that the requirement is vague.

Board Member Hockman stated that the Board must make it clear that the tenant must carry renter's insurance for all contents including the potter's wheel and so forth and that the CRA is going to pay for the building insurance, but that the CRA will not be covering and the contents inside the building. He provided the example that if a hurricane comes and damages a wall that the CRA would pay to repair the wall, but not for any damage to any art or anything that is inside the building.

Chair DuBois stated that is his understanding.

Board Member Longtin stated that the CRA should pay the insurance and the tenant should reimburse the CRA for the building insurance.

Chair DuBois stated that was not his understanding.

Board Member Hockman asked if there is a fire in the building and there is art work that is damaged can the CRA be held liable if the tenant had their own renter's insurance and it did not get paid.

Attorney Baird stated that if the CRA was negligent it could be liable.

Board Member Hockman stated that as long as it is stated that the CRA does not cover any of the contents of the building, then the CRA is not liable.

Chair DuBois asked if the agreement will be changed to stated that this is for personal property insurance.

Executive Director Sugerman requested additional clarification. He stated that Board Member Longtin suggested that she would like the tenant to reimburse the CRA for building insurance premium and another Board Member said for just the contents of the building.

Board Member Hockman stated that the RFQ referenced the building insurance.

Chair DuBois stated that was not his understanding.

Chair DuBois asked for consensus on requiring the tenant to obtain renter's insurance for personal property on the interior of the building.

Board Member Francois concurred.

Board Member Longtin stated that the tenant's property is the tenant's property and the CRA is not responsible for the tenant's property and however they deal with it is their business.

Chair DuBois stated that would be a renter's insurance policy. He asked if a motion or consensus is required on this item.

Executive Director Sugerman stated that as long as the consensus is clear then consensus is fine, but if it is not clear then a motion, second and a vote would be required.

Chair DuBois asked for a motion regarding renter's insurance.

Board Member Francois asked if that insurance included everything inside.

Chair DuBois stated "yes".

Board Member Mosler asked if everything inside also included the Town's property inside as well as the tenant's.

Board Member Hockman stated "yes".

Motion: A motion was made by Board Member Francois to change the agreement to require the tenant to obtain personal property (renter's) insurance to include the tenant's personal property and the Town's property within the building; Board Member Mosler made the second.

Board Member Hockman asked how it works with if something happens on the outside in the parking lot does the CRA become liable.

Chair DuBois stated that the tenant is renting the entire property including the parking lot.

Commissioner Stevens stated that the Board is discussing personal property inside the building right now and that the next item regarding building insurance would cover outside which would include liability under an umbrella policy.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 7-0

Chair DuBois stated that the next item is real estate insurance that is a budget item in the CRA budget and maybe another item regarding general liability.

Executive Director Sugerman stated that general liability is not addressed in the agreement and that the Town's general liability policy is not written in such a way that a breakdown of the cost of any facility or function covered by general liability is not possible.

Chair DuBois asked if there is a requirement in the agreement that specifies that the tenant have a general liability policy and that Town and CRA are covered as additionally insured.

Board Member Stevens asked if the Town and CRA should be reimbursed for the insurance by the tenant.

Chair DuBois stated that in the CRA budget is a line item for insurance and wanted to know if that was all insurance including liability and if the tenant should reimburse the amount related to the building.

Executive Director Sugerman stated that liability insurance is a batch insurance that covers all of the Town's property.

Chair DuBois stated that the line item insurance in the CRA budget is not clear on what it includes and for what buildings and functions and what the Board is asking the tenant to be responsible for.

Executive Director Sugerman stated that the amount for the building insurance can be determined, but not the liability insurance.

Chair DuBois stated that he was asking if the Board wants to require the tenant to have a certificate of liability and name the Town and CRA as additionally insured and if the tenant is to reimburse the CRA for the insurance referred to in the CRA budget.

Board Member Longtin suggested that Executive Director Sugerman get with the Town's insurance company and work out what insurance would be required to protect the Town.

Board Member Stevens stated that he sees this as a three step process; 1) the Town/CRA determining what insurance and the cost of the insurance will be required of the tenant, 2) for the tenant's Board of Directors to meet and decide what they are willing to pay in regards to insurance, and 3) to bring back the revised agreement for Board approval.

Executive Director Sugerman stated that the Town's liability insurance is an umbrella policy covering all Town property and that he is unable to carve out of the premium for just the "Art on Park" property. However, the Town's property insurance policy does provide for the ability to carve out the property insurance premium.

Motion: A motion was made by Board Member Stevens directing staff to determine the cost of the property insurance on 800 Park Avenue, provide the information to Artists of Palm Beach County to determine their willingness to pay all or a portion of the premium and to bring back the information to the Board at the September 5, 2012 meeting; Board Member Francois made the second.

Vice-Chair Rumsey asked what was in the RFQ regarding insurance.

Economic Development Director Spicer stated that the RFQ stated that the tenant would be responsible for operating expenses including the building insurance. However, if the

tenant wants renter's insurance the tenant can obtain renter's insurance for the interior contents of the building.

Vice-Chair Rumsey stated that the RFQ already states that the tenant will be paying the insurance on the building.

Economic Development Director Spicer stated "yes".

Vice-Chair Rumsey stated that if the individual artists want to insurance on their own art work it is for them to determine, but APBC will be responsible for paying the Town the cost of the insurance on the building.

Economic Development Director Spicer stated "yes" it is part of the operating expenses.

Vice-Chair Rumsey asked why the Board is having this conversation if the insurance requirement was in the RFQ.

Chair DuBois stated that the requirement is not clear in the agreement.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin	X		
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 7-0

Board Member Stevens asked if a motion is needed to amend the contract to specify that the building insurance will be paid by the tenant.

Chair DuBois stated that it was included in the motion and that an amended agreement will be brought back to the Board for approval.

Board Member Mosler requested that the item state that the tenant will reimburse the CRA for the cost of the building insurance.

Executive Director Sugerman stated that is his understanding.

Board Member Hockman stated that the tenant needs to be advised what the cost of the building insurance is because it is not listed anywhere.

Board Member Longtin stated that the tenant needs to budget and that the tenant needs to be informed of any cost that the Town or CRA will be charging such as property maintenance, grounds maintenance, and insurance.

Board Member Stevens concurred and stated that the tenant would probably want concrete numbers regarding what they are responsible to pay.

6. Loan Recommendation for Grumpy Grouper

Executive Director Sugerman stated that this item is to have the Board consider entering into a loan agreement with Grumpy Grouper Grill II. He stated that the owner of the Grumpy Grouper II has not only seen this document, the owner has already executed the document, so there should be no discussion regarding the terms and conditions. He stated that there are a few blanks in the loan agreement because staff did not know when the agreement would be approved by the Board. He provided Exhibit "B" the collateral for the loan, which is the liquor license (see Exhibit "C"). He stated that it is a five year loan for \$40,000 at 2% for the Grumpy Grouper of Lantana to open a Grumpy Grouper II in Lake Park. He advised the owner Mr. Smith is present to answer any questions from the Board.

Chair DuBois asked if staff's recommendation is to approve the agreement.

Executive Director Sugerman stated "yes".

Board Member Longtin stated that the address for the CRA is listed as 921 Park Avenue and that it should be changed to 535 Park Avenue. She stated that even if the CRA keeps 921 Park Avenue that all the mail should come to Town Hall and then be distributed. She stated that in section 3.8 of the loan agreement a word is either missing or incomplete. She asked if the word equate in the third line is the correct word.

Attorney Baird stated that he thinks that the word should be adequate.

Board Member Longtin stated that the sentence is not clear and needs to be fixed. She asked if the funds are coming from this year's budget.

Executive Director Sugerman stated that the funds are not coming from the budget that the funds are coming from the balance sheet.

Board Member Longtin asked if this agreement is with Grumpy Grouper II, N.R.M or MHS as all three names are listed in the agreement.

Executive Director Sugerman stated that his understanding is that the agreement is with M.H.S. Enterprises of Lantana, Inc doing business as Grumpy Grouper Grill II.

Board Member Longtin asked how the funds will be distributed.

Executive Director Sugerman stated that a check will be written for \$40,000.

Chair DuBois asked whether the money would come as draws to be paid with receipts, as there is a provision that requires monthly, quarterly and annual reports.

Executive Director Sugerman explained that the requirement for the reports is for operational revenue and expenses, not of the construction or improvements to establish the business. He stated that the intent of the \$40,000 is to get the business up and running and these funds will go toward the \$125,000 of expenses for improvements.

Board Member Longtin stated that the commercial lease agreement states that the one year rent is \$1,500 and asked if the space is being rented for \$1,500 for year one and year two is \$1,575 and commented that is a great deal.

Economic Development Director Spicer stated that originally the rent was \$2,500 and the property owner asked what could be done to get a tenant into the property and she recommended that the rent be reduced to \$1,500.

Board Member Longtin asked if the tenant was going to be paying less than \$150.00 per month.

Economic Development Director Spicer stated that it is \$1,500 per month.

Board Member Longtin stated that the agreement states that year one is \$1,500 plus sales tax and it does not say monthly.

Economic Development Director Spicer stated that the owner might have made a mistake, but it is \$1,500 monthly.

Board Member Francois stated that the collateral for the loan is the liquor license and asked if it an SRX or COP license.

Richard Smith, owner of Grumpy Grouper, stated that it is a 4COP license doing business as an SRX license, which costs \$1850 per year and 51% of the business must be food. He stated that this liquor license will not cover the collateral on a \$40,000 loan.

Board Member Francois stated that the license in exhibit "B" is for the Lantana location and asked if Mr. Smith will be required to get another license for the Lake Park location.

Mr. Smith stated "yes" that the license is not transferable.

Board Member Francois stated that there really is no collateral.

Mr. Smith stated "just my handshake".

Board Member Francois asked if there was a personal guarantee on the loan.

Executive Director Sugerman stated that the only thing that has been offered as collateral is the liquor license.

Board Member Francois stated that she wants a personal guarantee.

Chair DuBois stated that when this property was originally brought to the Board as a grant there was no collateral, at least with the loan there is a small collateral.

Board Member Longtin disagreed and stated that there is no collateral.

Board Member Francois stated that she received a grant for the "Some Place Restaurant" and there was a personal guarantee.

Chair DuBois asked if Mr. Smith was in agreement of adding a personal guarantee to the loan agreement.

Mr. Smith stated "yes".

Board Member Stevens stated that as long as Mr. Smith is willing to do a personal guarantee on the loan that he is in support of the item.

Board Member Mosler read item 9 in the loan agreement "No proceeds from the Loan shall be disbursed to the Borrower upon receipt of documentation...." and asked for clarification on when the funds will be disbursed.

Board Member Stevens explained that the provision basically states that Mr. Smith has to enter into the lease or purchase agreement for the space and then once Mr. Smith does that the funds will be disbursed.

Board Member Mosler stated that the provision is unclear because it states that "No proceeds from the Loan shall be disbursed to the Borrower upon receipt...."

Board Member Stevens stated that the word "upon" should be changed to "until".

Board Member Longtin stated that she really wants Mr. Smith to bring the business to the Town, but she will be voting no on this because she is being told that the CRA has no money.

Chair DuBois recapped the changes of the loan agreement; 1) change of the CRA office address to 535 Park Avenue, 2) in section 3.8 change the word "equate" to "adequate", 3) the addition of a personal guarantee on the part of the borrower, 4) in section 9 change the word "upon" to "until" and 5) other clerical changes that need to be corrected.

Motion: A motion was made by Board Member Mosler to approve the agreement as amended; Vice-Chair Rumsey made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin		X	
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 6-1

7. Accept MHS Enterprises of Lantana, Inc. Promissory Note for Grumpy Grouper Restaurant

Board Member Longtin stated that the CRA office address should be changed to 535 Park Avenue.

Motion: A motion was made by Vice-Chair Rumsey to approve the Promissory Note; Board Member Francois made the second.

Board Member Hockman asked if the personal guarantee should be added as part of the promissory note.

Chair DuBois stated that it was part of the loan agreement and this is already a signed document and the Board action is to accept or not accept the note. He stated that the Board does not have to accept the document.

Board Member Hockman stated that Mr. Smith accepted the inclusion on a personal guarantee to the loan agreement and the address for the CRA office has to be changed because the Board has discussed moving the CRA office.

Attorney Baird stated that the Promissory Note does not have to be changed. The legal address for the CRA currently is as listed in the document. He stated that once the address changes the CRA can give notice to the borrower that the address has changed and specify all payments be made to the new address.

Board Member Longtin asked why not have the money come to Town Hall.

Attorney Baird explained because the address in the document is the legal address of the CRA today and the document is being executed today not at a future date when the CRA

offices are located 535 Park Avenue. He stated that regarding the personal guarantee it will be in the loan document and it does not need to be in the note.

Board Member Longtin read from the third paragraph of the promissory note “The Maturity Date of this facility shall be October 15, 2017” and asked if it should say facility.

Attorney Baird stated that is the language the bank uses and is correct.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Sue-Ellen Mosler	X		
Board Member Christiane Francois	X		
Board Member Steve Hockman	X		
Board Member Jeanine Longtin		X	
Board Member Tim Stevens	X		
Vice-Chair Kendall Rumsey	X		
Chair James DuBois	X		

Motion passed 6-1

COMMENTS BY BOARD MEMBERS AND EXECUTIVE DIRECTOR

Board Member Stevens stated that he is looking forward to the opening of the Grumpy Grouper in Lake Park.

Board Member Mosler stated that she thinks that the agenda packages are onerous and stated that she did not realize all the information that goes into the minutes. She thought that generally what was in the minutes is what action is taken and if the minutes are going to be everything that happened at the meeting why not get an audio tape.

Board Member Stevens stated that he suggested that and was shot down. He stated that it was \$149.00 a month to put the meeting video on the website and that everything is recorded and available at the library. He stated that he is not sure if there are funds in the budget, but he cannot bring it up again because he was on the losing side.

Chair DuBois stated that Board Member Stevens was not on the losing side, that the motion passed but that there was no funding available. He stated that it was proposed that funding be available in next year’s budget, but that is up for further discussion.

Board Member Stevens stated that the most accurate way to depict the meeting is streaming video on the website.

Chair DuBois stated the audio and/or video are not the official minutes of the meeting.

Board Member Mosler stated that official minutes do not have to be verbatim of everything that happened in the meeting.

Board Member Longtin stated that the minutes are not verbatim.

Board Member Mosler stated that the minutes are close to verbatim and that she does not understand why the minutes are done that way.

Chair DuBois stated that the CRA minutes are designed to be consistent with the way the Town Commission minutes are done.

Board Member Hockman welcomed Grumpy Grouper to the Town and stated that he hopes everything works out that Mr. Smith will show up.

Vice-Chair Rumsey stated that a resident contact him regarding the Burt Reynolds Institute for Film and Theatre and advised that the facility in Jupiter will be closing and asked if there was a location in Lake Park that is 900 to 1,000 square feet that could be utilized by the group. He stated that he will e-mail Executive Director Sugerman the contact information. He stated that it could be another shot in the arm for the downtown.

Board Member Longtin asked what the timeframe that they are looking for something to be available.

Vice-Chair Rumsey stated that he was asked not go into the details during the meeting because Mr. Reynolds does not want it discussed publicly.

Board Member Longtin suggested the use of the Mirror Ballroom.

Vice-Chair Rumsey stated the one of the things they are looking for is space to do productions.

Board Member Mosler stated that she might have space at the Mos' Art Center.

Chair DuBois requested that Vice-Mayor Rumsey work with staff and Board Member Mosler on this item.

Chair DuBois stated that it helps him if staff recommendations are included with the agenda material provided to the Board. He stated that he is looking forward to the opening of Grumpy Grouper.

Board Member Francois welcomed the Grumpy Grouper and stated that she hopes that the Board and Artist of Palm Beach County are able to come to terms.

Board Member Longtin stated that the fifth Whereas clause in the Grumpy Grouper Grill II Loan Agreement that the word “to” is missing between the words “available” and “Borrower”.

Executive Director Sugerman had no comments.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Vice-Chair Rumsey and seconded by Board Member Francois, and by unanimous vote, the meeting adjourned at 8:15 p.m.

Chair, James DuBois

Deputy Agency Clerk, Shari Canada, CMC

Agency Clerk, Vivian Lemley, CMC

Town Seal

Approved on this _____ of _____, 2012

Exhibit "A"

**TOWN OF LAKE PARK
Community Redevelopment Agency
PROPOSED BUDGET**



FISCAL YEAR 2012-2013

TOWN OF LAKE PARK

PROPOSED BUDGET

CRA FUND 110

FISCAL YEAR

October 1, 2012 through September 30, 2013

TOWN OF LAKE PARK - ANNUAL BUDGET

CRA RECAP

FUND	110	FUNCTION	Community Redevelopment											
			Actual Expenses 2009-10	Actual Expenses 2010-11	Current Budget 2011-12	Estimate for the Year 2011-12	By Department 2012-13	Proposed Budget 2012-13	Adopted Budget 2012-13	ACTIVITY	Revenues & Expenditures			
Budget Summary														
			822,848	533,851	999,885	422,173	386,760	386,760						
		Personal Services	283,638	336,651	258,235	174,168	-	-						
		Operating Expenses	672,739	595,131	361,050	366,994	125,915	125,915						
		Capital Outlay	254,159	3,999	-	-	-	-						
		Debt Service	-	-	-	-	-	-						
		Non-Operating	339,442	417,415	385,100	304,308	260,845	260,845						
		Total Expenses	1,549,978	1,353,196	1,004,385	845,470	386,760	386,760						
		Surplus (Deficit)	(727,130)	(819,345)	(4,500)	(423,297)	-	-						
Personnel Recap														
		Economic Development Director							Present 100%	Department 100%	Proposed 0%	Adopted 0%		
		Community Development Director							20%	20%	0%	0%		
		Recreation Director							25%	50%	0%	0%		
		Project Manager (25 hrs/week)							50%	50%	0%	0%		
		Grants Writer							50%	50%	0%	0%		
		Planner							10%	10%	0%	0%		
		Code Officer							10%	10%	0%	10%		
		Art Gallery & Studio Manager							100%	0%	0%	0%		
		Art Gallery Manager Assistant							100%	0%	0%	0%		
		11/12 increment	32,144,911	Town	8.5	County	4.8800							

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL		2011 ACTUAL		2012 CURR		2012 ESTIMATE		2013 BY		2013	
						YR BUDGET	FOR THE YEAR	DEPARTMENT	PROPOSED BUDGET	ADOPTED BUDGET			
	REVENUES												
110-311.100	Ad Valorem Taxes	-	-	-	-	259,850	-	-	-	-	-	-	-
110-311.115	Ad Valorem Taxes - County	250,104	163,502	146,025	145,578	138,835	138,835	138,835	138,835	138,835	138,835	138,835	138,835
110-311.120	Ad Valorem Taxes - Delinquent	-	-	500,000	-	-	-	-	-	-	-	-	-
110-345.305	Art Class Supplies	-	209	-	-	-	-	-	-	-	-	-	-
110-345.400	Co-op Jury Fee	525	175	-	-	-	-	-	-	-	-	-	-
110-345.705	Co-op Commissions Earned - Art	754	2,923	-	-	-	-	-	-	-	-	-	-
110-345.710	Sale by Artist	2,378	11,686	-	-	-	-	-	-	-	-	-	-
110-345.725	Co-op Commissions Earned - Prog	-	468	-	-	-	-	-	-	-	-	-	-
110-345.900	Co-op Rent - Studio Space	2,845	7,759	-	-	-	-	-	-	-	-	-	-
110-345.910	Co-op Rent - Display Space	1,452	4,363	-	-	-	-	-	-	-	-	-	-
110-345.925	Co-op Fees - Art Programs	-	905	-	-	-	-	-	-	-	-	-	-
110-345.930	Co-op Fees - Firing Fees	-	90	-	-	-	-	-	-	-	-	-	-
110-345.950	Co-op Dues	1,320	605	-	-	-	-	-	-	-	-	-	-
110-345.955	Co-Op Associate Memberships	100	225	-	-	-	-	-	-	-	-	-	-
110-347.005	Festival Jury Fees	-	1,106	-	-	-	-	-	-	-	-	-	-
110-347.010	Beer & Wine Festival	1,652	-	-	-	-	-	-	-	-	-	-	-
110-347.011	Ride-in to Park	28	-	-	-	-	-	-	-	-	-	-	-
110-347.013	Seafood Festival	-	1,083	-	-	-	-	-	-	-	-	-	-
110-347.014	Holiday Arts & Crafts Fair	-	8,071	-	-	-	-	-	3,654	-	-	-	-
110-347.016	Cruise-in on Park - Jan 2011	-	50	-	-	-	-	-	-	-	-	-	-
110-347.017	Cruise-in on Park - May 2011	-	25	-	-	-	-	-	-	-	-	-	-
110-347.018	Tree Lighting	-	-	-	-	-	-	-	150	-	-	-	-
110-347.310	Entry Fee - 5K Run	1,146	-	-	-	-	-	-	-	-	-	-	-
110-347.320	Donations - 5K Run	376	-	-	-	-	-	-	-	-	-	-	-
110-347.400	Art on Park Festival - Jury Fe	1,530	-	-	-	-	-	-	-	-	-	-	-
110-347.410	Art on Park Festival - Artist	5,746	909	-	-	-	-	-	-	-	-	-	-
110-347.415	Art on Park Festival - Vendor	1,620	5,274	-	-	-	-	-	-	-	-	-	-
110-347.420	Art on Park Festival - Merchan	817	1,961	-	-	-	-	-	-	-	-	-	-
110-361.100	Interest Earnings	523	16	-	-	-	500	500	500	500	500	500	500

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL		2011 ACTUAL		2012 CURR		2012 ESTIMATE		2013 BY		2013	
						YR BUDGET	FOR THE YEAR	DEPARTMENT	PROPOSED BUDGET	ADOPTED BUDGET			
110-361.120	Interest Income - Bus. Dev. Lo	1,058	513	2,900	2,000	1,600	1,600						
110-361.130	Sales Tax Commissions	20	1,391	-	3	-	-						
110-362.110	Rent - 711 Foresteria	-	73	-	-	-	-						
110-366.300	Event Sponsorship	-	400	-	3,000	-	-						
110-366.310	Sponsorship - 5K Run	1,000	-	-	-	-	-						
110-366.315	Event Sponsorship-Seafood Fest	-	500	-	7,340	-	-						
110-366.320	Sponsorship - Art on Park	1,950	1,200	-	-	-	-						
110-369.100	Miscellaneous Revenue	-	7	-	-	-	-						
110-369.300	Refund Prior Year Expense	-	-	-	100	-	-						
110-381.001	Transfer from General Fund	545,904	318,362	-	259,848	245,825	245,825						
110-389.900	Fund Balance Surplus	-	-	91,110	-	-	-						
	TOTAL REVENUE	822,848	533,851	999,885	422,173	386,760	386,760						
	EXPENDITURES												
110-55-552-520-11000	Executive Salaries	110,823	124,769	120,350	91,474	-	-						
110-55-552-520-12000	Regular Salaries	48,769	48,714	38,525	19,214	-	-						
110-55-552-520-13000	Other & Part Time Salaries	52,562	48,918	46,975	46,975	-	-						
110-55-552-520-14000	Overtime Salaries	278	-	-	-	-	-						
110-55-552-520-15000	Special pay	684	726	720	720	-	-						
110-55-552-520-21000	FICA	16,233	16,847	15,825	7,700	-	-						
110-55-552-520-22000	Retirement	6,026	11,162	7,950	1,940	-	-						
110-55-552-520-23100	Health Insurance	18,671	25,136	22,400	4,200	-	-						
110-55-552-520-23200	Insurance - Dental	1,031	1,136	1,075	250	-	-						
110-55-552-520-23300	Insurance - Life	431	476	540	250	-	-						
110-55-552-520-23400	Insurance - Vision	150	168	130	45	-	-						
110-55-552-520-23500	Disability	2,027	3,025	2,870	1,000	-	-						
110-55-552-520-24000	Workers' Compensation Insuranc	1,310	635	875	400	-	-						
110-55-552-520-25100	Unemployment Compensation	495	4,231	-	-	-	-						
	TOTAL PERSONNEL EXPENSES	259,490	285,943	258,235	174,168	-	-						
110-55-552-520-31000	Professional Services	72,022	26,122	18,000	13,500	-	-						

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL		2011 ACTUAL		2012 CURR		2012 ESTIMATE		2013 BY		2013	
		ACTUAL	BUDGET	ACTUAL	BUDGET	YR BUDGET	FOR THE YEAR	DEPARTMENT	DEPARTMENT	PROPOSED BUDGET	ADOPTED BUDGET		
110-55-552-520-31100	Professional Svc - Town Atorn	5,041	2,000	5,197	2,000	2,000	7,500	1,000	1,000	1,000	1,000	1,000	1,000
110-55-552-520-34000	Contractual Services	117,500	104,020	116,161	104,020	104,020	114,500	94,198	94,198	94,198	94,423	94,423	94,423
110-55-552-520-34010	Contract PBC Sheriff	219,031	112,350	224,675	112,350	112,350	112,350	-	-	-	-	-	-
110-55-552-520-34901	Administrative Fee	49,925	72,050	72,050	72,050	72,050	48,034	-	-	-	-	-	-
110-55-552-520-40000	Travel & Training	435	180	1,026	180	180	35	-	-	-	-	-	-
110-55-552-520-41100	Telephone	2,534	1,500	1,954	1,500	1,500	1,800	225	225	225	-	-	-
110-55-552-520-41200	Postage & Shipping	1,191	1,000	1,057	1,000	1,000	250	100	100	100	100	100	100
110-55-552-520-43000	Utilities	17,973	14,300	15,735	14,300	14,300	15,750	15,000	15,000	15,000	15,000	15,000	15,000
110-55-552-520-44000	Rental & Leases - Office Space	6,600	6,600	6,600	6,600	6,600	6,600	-	-	-	-	-	-
110-55-552-520-44100	Equipment Rentals	1,763	1,000	1,227	1,000	1,000	2,225	750	750	750	750	750	750
110-55-552-520-44200	Equipment Leases	1,896	-	1,034	-	-	-	-	-	-	-	-	-
110-55-552-520-45000	Insurance	8,701	11,720	11,525	11,720	11,720	11,720	12,892	12,892	12,892	12,892	12,892	12,892
110-55-552-520-45400	Insurance Expense - Excess Cov	790	5,000	10,689	5,000	5,000	-	-	-	-	-	-	-
110-55-552-520-46000	Repair and Maintenance	18,288	-	-	-	-	6,000	1,200	1,200	1,200	1,200	1,200	1,200
110-55-552-520-46010	Repair & Maint. - Sidewalks	7,853	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-46070	Repair & Maintenance - Town Gr	21,437	3,844	3,844	3,844	3,844	1,100	-	-	-	-	-	-
110-55-552-520-47000	Printing	4,608	3,000	3,737	3,000	3,000	75	-	-	-	-	-	-
110-55-552-520-48000	Promotional Activity	14,264	1,500	-	1,500	1,500	4,925	-	-	-	-	-	-
110-55-552-520-48010	Promotional - Beer & Wine Fest	8,793	-	116	-	-	-	-	-	-	-	-	-
110-55-552-520-48011	Promotional - Ride-in to Park	3,155	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-48012	Promotional - Pet Parade	14	-	7,388	-	-	-	-	-	-	-	-	-
110-55-552-520-48013	Promotional - Seafood Festival	1,555	-	17,656	-	-	10,400	-	-	-	-	-	-
110-55-552-520-48014	Promo - Holiday Arts & Crafts	1,766	-	1,462	-	-	-	-	-	-	-	-	-
110-55-552-520-48016	Promo - Ride-in on Park/Jan 2011	-	-	1,014	-	-	-	-	-	-	-	-	-
110-55-552-520-48017	Promo - Ride-in on Park/May 2011	-	-	13,834	-	-	-	-	-	-	-	-	-
110-55-552-520-48050	Promotional - Art Festival	33,199	-	1,444	-	-	-	-	-	-	-	-	-
110-55-552-520-48055	Promotional - Cruise In On Park	3,390	-	2,199	-	-	-	-	-	-	-	-	-
110-55-552-520-48100	Advertising	6,655	-	1,386	-	-	-	-	-	-	-	-	-
110-55-552-520-49000	Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-49400	Uniforms & Clothing	-	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-51000	Office Supplies	1,629	1,000	-	1,000	1,000	1,000	-	-	-	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL		2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
110-55-552-520-52000	Operating Expenses	9,498	1,635	2,000	2,700	-	-	-	-
110-55-552-520-52100	Gasoline & Diesel Fuel	750	814	750	500	-	-	-	-
110-55-552-520-52200	Small Tools & Other	963	209	-	-	-	-	-	-
110-55-552-520-54200	Memberships, Dues, & Subscript	2,510	2,510	2,525	2,525	-	-	-	-
	TOTAL OPERATING EXPENSES	645,729	554,300	360,495	363,489	125,365	125,365	125,365	-
110-55-552-520-61501	Property Acq - 711 Foresteria	169	-	-	-	-	-	-	-
110-55-552-520-61503	Property Acq - 800 Park Avenue	2,989	-	-	-	-	-	-	-
110-55-552-520-63000	Improvement Other Than Bldg	2,910	-	-	-	-	-	-	-
110-55-552-520-63103	Improvements - Sidewalks	3,220	-	-	-	-	-	-	-
110-55-552-520-63105	Improvements/Foresteria Proper	11,735	-	-	-	-	-	-	-
110-55-552-520-63106	Improvements/800 Park Avenue	189,330	1,495	-	-	-	-	-	-
110-55-552-520-64100	Machinery & Equipment	20,132	2,504	-	-	-	-	-	-
	TOTAL CAPITAL OUTLAY	230,485	3,999	-	-	-	-	-	-
110-55-552-520-71000	Principal (See note below)	-	-	-	-	-	-	-	-
110-55-552-520-72000	Interest	-	-	-	-	-	-	-	-
110-55-552-520-73100	Bond Issuance Costs	-	-	-	-	-	-	-	-
	TOTAL DEBT SERVICE	-	-	-	-	-	-	-	-
110-55-552-520-82110	Grant - Facade Improvements	12,500	-	-	-	-	-	-	-
110-55-552-520-82111	Grant - Business Development	13,030	27,750	40,000	40,000	-	-	-	-
110-55-552-520-82112	Grant - Mos'Art Theater	-	-	-	3,458	-	-	-	-
110-55-552-520-82300	Window Design Coverings	6,533	-	-	-	-	-	-	-
110-55-552-520-82310	Downtown Awnings	-	21,887	-	-	-	-	-	-
110-55-552-520-91001	Transfer to General Fund	84,250	153,751	84,250	-	-	-	-	-
110-55-552-520-91010	Transfer to General Fund - ILA	169,640	169,575	169,525	169,525	169,520	169,520	169,520	169,520
110-55-552-520-91030	Transfer - ILA 2009	32,934	27,521	54,795	54,795	54,795	54,795	54,795	54,795
110-55-552-520-96200	Unrealized Gain/Loss on Invest	(1,401)	(1,416)	-	-	-	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
TOTAL OTHER EXPENSES								
		317,486	399,068	348,570	267,778	224,315	224,315	-
TOTAL DEPT EXPENDITURES								
		1,453,190	1,243,310	967,300	805,435	349,680	349,680	-

525 - Art On Park Expenses

EXPENDITURES								
110-55-552-525-12000	Regular Salaries	16,606	30,562	-	-	-	-	-
110-55-552-525-13000	Other & Part Time Salaries	3,310	9,766	-	-	-	-	-
110-55-552-525-21000	FICA	1,524	3,190	-	-	-	-	-
110-55-552-525-22000	Retirement	126	141	-	-	-	-	-
110-55-552-525-23100	Health Insurance	2,165	6,174	-	-	-	-	-
110-55-552-525-23200	Insurance - Dental	144	359	-	-	-	-	-
110-55-552-525-23300	Insurance - Life	49	108	-	-	-	-	-
110-55-552-525-23400	Insurance - Vision	17	45	-	-	-	-	-
110-55-552-525-23500	Disability	167	363	-	-	-	-	-
110-55-552-525-26000	Mileage Reimbursement	40	-	-	-	-	-	-
TOTAL PERSONNEL EXPENSES		24,148	50,708	-	-	-	-	-

110-55-552-525-31000	Professional Services	1,245	4,559	-	-	-	-	-
110-55-552-525-31500	Commissions Paid	2,378	12,461	-	-	-	-	-
110-55-552-525-34000	Contractual Services	1,920	3,750	-	-	-	-	-
110-55-552-525-41100	Telephone	1,401	2,695	-	1,600	-	-	-
110-55-552-525-41200	Postage & Shipping	116	1,331	-	-	-	-	-
110-55-552-525-43000	Utilities	1,743	3,453	-	1,100	-	-	-
110-55-552-525-43250	Garbage & Trash	93	722	555	550	550	550	550
110-55-552-525-46000	Repair & Maintenance	1,054	3,360	-	-	-	-	-
110-55-552-525-47000	Printing	245	232	-	-	-	-	-
110-55-552-525-48000	Promotional Activity	6,744	4,028	-	-	-	-	-
110-55-552-525-49600	Bank Charges/Admin Fees	349	766	-	255	-	-	-
110-55-552-525-51000	Office Supplies	470	818	-	-	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
110-55-552-525-52000	Operating Supplies	6,111	2,280	-	-	-	-	-
110-55-552-525-52200	Small Tools & Others	3,071	376	-	-	-	-	-
110-55-552-525-54200	Memberships, Dues, & Subscript	70	-	-	-	-	-	-
	TOTAL OPERATING EXPENSES	27,010	40,831	555	3,505	550	550	-
110-55-552-525-64100	Machinery & Equipment	23,674	-	-	-	-	-	-
	TOTAL CAPITAL OUTLAY	23,674	-	-	-	-	-	-
110-55-552-525-71000	Principal (See note below)	-	-	-	-	-	-	-
110-55-552-525-72000	Interest	-	-	-	-	-	-	-
	TOTAL DEBT SERVICE	-	-	-	-	-	-	-
110-55-552-525-91030	Transfer to General Fund - ILA 2009	21,956	18,347	36,530	36,530	36,530	36,530	-
	TOTAL OTHER EXPENSES	21,956	18,347	36,530	36,530	36,530	36,530	-
	TOTAL DEPT EXPENDITURES	96,788	109,886	37,085	40,035	37,080	37,080	-
	TOTAL CRA EXPENDITURES	1,549,978	1,353,196	1,004,385	845,470	386,760	386,760	-
	SURPLUS/(DEFICIT)	(727,130)	(819,345)	(4,500)	(423,297)	-	-	-

CRA Budget Analysis FY12-13

Revenues:

- 311.110** **Ad Valorem Taxes** – Tax increment funds (property taxes) from the Town.
- 311.115** **Ad Valorem Taxes – County** – Tax increment funds (property taxes) from the County.
- 311.120** **Ad Valorem Taxes – Delinquent** – Delinquent tax increment funds (restricted reserves) from the Town.
- 361.120** **Interest Income – Business Development Loans** – Interest earned on business development loans provided to businesses within the CRA.
- 389.900** **Fund Balance Surplus** – Funds carried forward from current fiscal year dedicated to the operation of the CRA in Fiscal Year 2012.

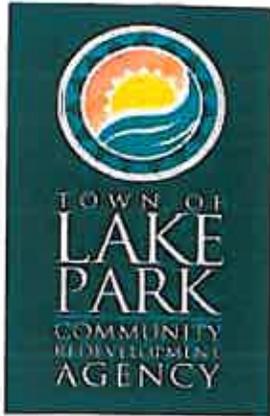
Expenditures:

- 520-31100** **Professional Services – Town Attorney** – Cost of services provided by Town attorney estimated at \$1,000.
- 520-34000** **Contractual Services** – Grounds maintenance (Chris Wayne Associates @ \$75,960) for the areas zoned to the CRA, Security services provided under contract and various contracted labor needed (\$18,238).
- 520-41200** **Postage & Shipping** – Postage for general mailing is estimated at \$100.
- 520-43000** **Utilities** – Water (Seacoast) and electric (FPL) costs for utilities and irrigation (\$15,000).
- 520-44100** **Equipment Rentals** - Cost of renting bucket truck (\$750).
- 520-45000** **Insurance** – Property and liability insurance coverage (\$12,892).

- 520-46000** **Repair and Maintenance** – Repair and maintenance cost of downtown infrastructure (\$1,200) for brick paver repairs, bollard repairs, street light repairs, pressure cleaning, irrigation repairs, etc.
- 520-91010** **Transfer to General Fund – ILA 2008** – Contribution per inter-local agreement between the Town and the CRA for debt service payments due on loan for Alleyway Improvement Project and acquisition of 725 Foresteria (\$169,520).
- 520-91030** **Transfer – ILA 2009** – Debt service payments due on loan for land acquisitions on Foresteria (demolitions and improvements); 711 & 761 Foresteria (\$54,795).

Co-op Expenses

- 525-xxxxx** **Closure of Gallery effective October 1, 2011.**
- 525-43250** **Garbage & Trash** – Estimated Solid Waste Authority assessment (\$550).
- 525-91030** **Transfer to General Fund – ILA 2009** – Debt service payments due on loan for purchase and renovation of building at 800 Park Avenue (\$36,530).



CRA UPDATES

August 1, 2012

CRA Meeting

918 Park Avenue

On June 15, 2012, the pending purchase of the historical building located 918 Park Avenue, has been completed. The new property owner is currently working on property improvements to address the outstanding Town code violations. The owner intends to keep the mixed use of the building, and hopes to apply for exterior renovation for the Town's historic preservation board review.

801 Park Avenue

A Prospective buyer has entered into a contract for the purchase of this property; however, it is currently being revised due to necessary minor changes. The prospective buyer intends to maintain the mixed used of the building for future rental of apartments and commercial spaces.

826 Park Avenue

Pho Hot Pot restaurant has been approved for zoning on July 24, 2012. The final fire inspection has been completed on July 25, 2012. The building inspection has been scheduled for July 26, 2012. The restaurant is scheduled to open for business by August 15, 2012, pending the outcome of the building inspection.

Exhibit "C"

EXHIBIT B

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER

C#6020166

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

SEQ# L12030702967

DATE	BATCH NUMBER	LICENSE NBR	SERIES	TYPE
03/07/2012	117044572	BEV6011086	4COP	SEX

The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED
Under the provisions of Chapter 561 FS
Expiration date: MAR 31, 2013
CONSUMPTION ON PREMISES ONLY

N.R.M. INC.
GRUMPY GROUPER GRILL (THE)
224 NORTH 3RD STREET
LANTANA FL 33462

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

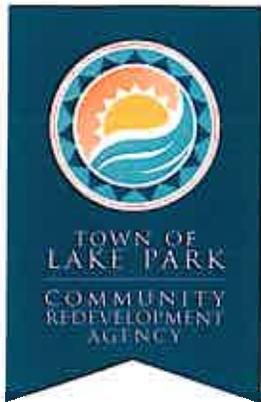
DISPLAY AS REQUIRED BY LAW

ATTN:
DALE SUGARMAN

561
881
3314

Resolution

TAB 3



**CRA
Agenda Request Form**

Meeting Date: September 5, 2012

Agenda Item No. Tab 3

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|-------------------|
| <input type="checkbox"/> | Public Hearing | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: RESOLUTION TO ADOPT BUDGET FOR FISCAL YEAR 2012/2013

RECOMMENDED MOTION/ACTION: ADOPT RESOLUTION

Approved by Executive Director *DSS* Date: 8/28/12

Prepared By: FINANCE <i>BK2</i>	Costs: \$ Funding Source: Acct. #	Attachments: RESOLUTION
---	--	---------------------------------------

Summary Explanation/Background:

The Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park and is required to adopt a budget by resolution prior to September 30th of each year. This resolution will formally adopt the proposed budget for the CRA for Fiscal Year 2012/2013.

RESOLUTION NO. 20-09-12

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK ADOPTING THE 2012-2013 FISCAL YEAR BUDGET.

WHEREAS, the Town Commission of the Town of Lake Park has previously created a Community Redevelopment Agency (CRA), pursuant to Section 163.356, *Florida Statutes*; and

WHEREAS, the Lake Park CRA has all of the statutory powers conferred upon it by Section 163.370, *Florida Statutes*; and

WHEREAS, the staff of the Lake Park CRA has prepared a budget governing operating and capital expenditures for FY 2012-2013.

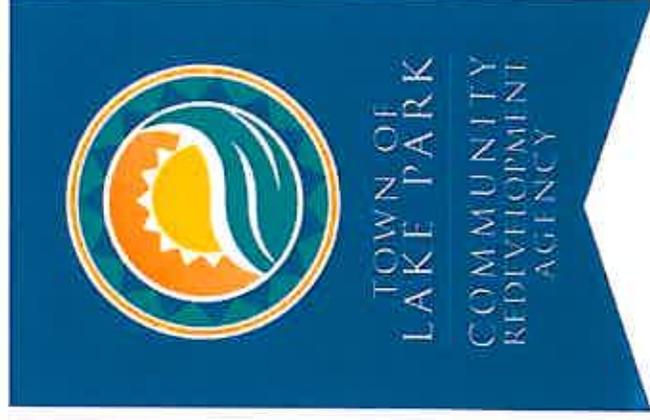
NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The FY 2012-2013 budget prepared for the Lake Park Community Redevelopment Agency is hereby approved, a copy of which is attached and incorporated herein.

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

TOWN OF LAKE PARK
Community Redevelopment Agency
PROPOSED BUDGET

September 5, 2012



FISCAL YEAR 2012-2013

TOWN OF LAKE PARK

PROPOSED BUDGET

CRA FUND 110

FISCAL YEAR

October 1, 2012 through September 30, 2013

TOWN OF LAKE PARK - ANNUAL BUDGET

CRA RECAP

FUND	110	FUNCTION	Community Redevelopment		Actual Expenses 2010-11	Current Budget 2011-12	Estimate for the Year 2011-12	By Department 2012-13	Proposed Budget 2012-13	Adopted Budget 2012-13
			ACTIVITY	Revenues & Expenditures						
Budget Summary										
Revenues			822,848	533,851	999,885	422,173	386,760	390,037	-	
Personal Services			283,638	336,651	258,235	174,168	-	-	-	
Operating Expenses			672,739	595,131	356,550	366,994	125,915	129,192	-	
Capital Outlay			254,159	3,999	-	-	-	-	-	
Debt Service			-	-	-	-	-	-	-	
Non-Operating			339,442	417,415	385,100	320,474	260,845	260,845	-	
Total Expenses			1,549,978	1,353,196	999,885	861,636	386,760	390,037	-	
Surplus (Deficit)			(727,130)	(819,345)	-	(439,463)	-	-	-	
Personnel Recap										
			Economic Development Director			100%	100%	0%	0%	
			Community Development Director			20%	20%	0%	0%	
			Recreation Director			25%	50%	0%	0%	
			Project Manager (25 hrs/week)			50%	50%	0%	0%	
			Grants Writer			50%	50%	0%	0%	
			Planner			10%	10%	0%	0%	
			Code Officer			10%	10%	0%	0%	
			Art Gallery & Studio Manager			0%	0%	0%	0%	
			Art Gallery Manager Assistant			0%	0%	0%	0%	
			12/13 increment	30,442,732	Town 8,5000		County 4,7815			

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL		2011 ACTUAL		2012 CURR		2012 ESTIMATE		2013 BY		2013	
						YR BUDGET	FOR THE YEAR	DEPARTMENT	PROPOSED BUDGET	ADOPTED BUDGET			
	REVENUES												
110-311.100	Ad Valorem Taxes	-	-	-	-	260,070	-	-	-	-	-	-	-
110-311.115	Ad Valorem Taxes - County	250,104	163,502	148,550	145,578	138,835	138,835	138,835	138,835	138,835	138,835	138,835	138,835
110-311.120	Ad Valorem Taxes - Delinquent	-	-	500,000	-	-	-	-	-	-	-	-	-
110-345.305	Art Class Supplies	-	209	-	-	-	-	-	-	-	-	-	-
110-345.400	Co-op Jury Fee	525	175	-	-	-	-	-	-	-	-	-	-
110-345.705	Co-op Commissions Earned - Art	754	2,923	-	-	-	-	-	-	-	-	-	-
110-345.710	Sale by Artist	2,378	11,686	-	-	-	-	-	-	-	-	-	-
110-345.725	Co-op Commissions Earned - Prog	-	468	-	-	-	-	-	-	-	-	-	-
110-345.900	Co-op Rent - Studio Space	2,845	7,759	-	-	-	-	-	-	-	-	-	-
110-345.910	Co-op Rent - Display Space	1,452	4,363	-	-	-	-	-	-	-	-	-	-
110-345.925	Co-op Fees - Art Programs	-	905	-	-	-	-	-	-	-	-	-	-
110-345.930	Co-op Fees - Firing Fees	-	90	-	-	-	-	-	-	-	-	-	-
110-345.950	Co-op Dues	1,320	605	-	-	-	-	-	-	-	-	-	-
110-345.955	Co-Op Associate Memberships	100	225	-	-	-	-	-	-	-	-	-	-
110-347.005	Festival Jury Fees	-	1,106	-	-	-	-	-	-	-	-	-	-
110-347.010	Beer & Wine Festival	1,652	-	-	-	-	-	-	-	-	-	-	-
110-347.011	Ride-in to Park	28	-	-	-	-	-	-	-	-	-	-	-
110-347.013	Seafood Festival	-	1,083	-	-	-	3,654	-	-	-	-	-	-
110-347.014	Holiday Arts & Crafts Fair	-	8,071	-	-	-	-	-	-	-	-	-	-
110-347.016	Cruise-in on Park - Jan 2011	-	50	-	-	-	-	-	-	-	-	-	-
110-347.017	Cruise-in on Park - May 2011	-	25	-	-	-	-	-	-	-	-	-	-
110-347.018	Tree Lighting	-	-	-	150	-	-	-	-	-	-	-	-
110-347.310	Entry Fee - 5K Run	1,146	-	-	-	-	-	-	-	-	-	-	-
110-347.320	Donations - 5K Run	376	-	-	-	-	-	-	-	-	-	-	-
110-347.400	Art on Park Festival - Jury Fe	1,530	-	-	-	-	-	-	-	-	-	-	-
110-347.410	Art on Park Festival - Artist	5,746	909	-	-	-	-	-	-	-	-	-	-
110-347.415	Art on Park Festival - Vendor	1,620	5,274	-	-	-	-	-	-	-	-	-	-
110-347.420	Art on Park Festival - Merchan	817	1,961	-	-	-	-	-	-	-	-	-	-
110-361.100	Interest Earnings	523	16	-	500	-	500	500	500	500	500	500	500

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
110-361.120	Interest Income - Bus. Dev. Lo	1,058	513	2,900	2,000	1,600	1,600	1,600
110-361.130	Sales Tax Commissions	20	1,391	-	3	-	-	-
110-362.110	Rent - 711 Foresteria	-	73	-	-	-	-	-
110-366.300	Event Sponsorship	-	400	-	3,000	-	-	-
110-366.310	Sponsorship - 5K Run	1,000	-	-	-	-	-	-
110-366.315	Event Sponsorship-Seafood Fest	-	500	-	7,340	-	-	-
110-366.320	Sponsorship - Art on Park	1,950	1,200	-	-	-	-	-
110-369.100	Miscellaneous Revenue	-	7	-	-	-	3,277	-
110-369.300	Refund Prior Year Expense	-	-	-	100	-	-	-
110-381.001	Transfer from General Fund	545,904	318,362	-	259,848	245,825	245,825	245,825
110-389.900	Fund Balance Surplus	-	-	88,365	-	-	-	-
	TOTAL REVENUE	822,848	533,851	999,885	422,173	386,760	390,037	-
EXPENDITURES								
110-55-552-520-11000	Executive Salaries	110,823	124,769	120,350	91,474	-	-	-
110-55-552-520-12000	Regular Salaries	48,769	48,714	38,525	19,214	-	-	-
110-55-552-520-13000	Other & Part Time Salaries	52,562	48,918	46,975	46,975	-	-	-
110-55-552-520-14000	Overtime Salaries	278	-	-	-	-	-	-
110-55-552-520-15000	Special pay	684	726	720	720	-	-	-
110-55-552-520-21000	FICA	16,233	16,847	15,825	7,700	-	-	-
110-55-552-520-22000	Retirement	6,026	11,162	7,950	1,940	-	-	-
110-55-552-520-23100	Health Insurance	18,671	25,136	22,400	4,200	-	-	-
110-55-552-520-23200	Insurance - Dental	1,031	1,136	1,075	250	-	-	-
110-55-552-520-23300	Insurance - Life	431	476	540	250	-	-	-
110-55-552-520-23400	Insurance - Vision	150	168	130	45	-	-	-
110-55-552-520-23500	Disability	2,027	3,025	2,870	1,000	-	-	-
110-55-552-520-24000	Workers' Compensation Insurance	1,310	635	875	400	-	-	-
110-55-552-520-25100	Unemployment Compensation	495	4,231	-	-	-	-	-
	TOTAL PERSONNEL EXPENSES	259,490	285,943	258,235	174,168	-	-	-
110-55-552-520-31000	Professional Services	72,022	26,122	13,500	13,500	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL		2011 ACTUAL		2012 CURR		2012 ESTIMATE		2013 BY		2013	
		ACTUAL	BUDGET	ACTUAL	BUDGET	YR BUDGET	FOR THE YEAR	DEPARTMENT	DEPARTMENT	PROPOSED BUDGET	ADOPTED BUDGET		
110-55-552-520-31100	Professional Svc - Town Attorn	5,041	2,000	5,197	2,000	2,000	7,500	1,000	1,000	1,000	1,000	1,000	1,000
110-55-552-520-34000	Contractual Services	117,500	104,020	116,161	104,020	104,020	114,500	94,198	100,823	100,823	100,823	100,823	100,823
110-55-552-520-34010	Contract PBC Sheriff	219,031	112,350	224,675	112,350	112,350	112,350	-	-	-	-	-	-
110-55-552-520-34901	Administrative Fee	49,925	72,050	72,050	72,050	72,050	48,034	-	-	-	-	-	-
110-55-552-520-40000	Travel & Training	435	180	1,026	180	180	35	-	-	-	-	-	-
110-55-552-520-41100	Telephone	2,534	1,500	1,954	1,500	1,500	1,800	225	225	225	225	225	225
110-55-552-520-41200	Postage & Shipping	1,191	1,000	1,057	1,000	1,000	250	100	100	100	100	100	100
110-55-552-520-43000	Utilities	17,973	14,300	15,735	14,300	14,300	15,750	15,000	15,000	15,000	15,000	15,000	15,000
110-55-552-520-44000	Rental & Leases - Office Space	6,600	6,600	6,600	6,600	6,600	6,600	-	-	-	-	-	-
110-55-552-520-44100	Equipment Rentals	1,763	1,000	1,227	1,000	1,000	2,225	750	750	750	750	750	750
110-55-552-520-44200	Equipment Leases	1,896	-	1,034	-	-	-	-	-	-	-	-	-
110-55-552-520-45000	Insurance	8,701	11,720	11,525	11,720	11,720	11,720	12,892	12,892	12,892	12,892	12,892	12,892
110-55-552-520-45400	Insurance Expense - Excess Cov	790	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-46000	Repair and Maintenance	18,288	5,000	10,689	5,000	5,000	6,000	1,200	1,200	1,200	1,200	1,200	1,200
110-55-552-520-46010	Repair & Maint. - Sidewalks	7,853	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-46070	Repair & Maintenance - Town Gr	21,437	-	3,844	-	-	1,100	-	-	-	-	-	-
110-55-552-520-47000	Printing	4,608	3,000	3,737	3,000	3,000	75	-	-	-	-	-	-
110-55-552-520-48000	Promotional Activity	14,264	1,500	-	1,500	1,500	4,925	-	-	-	-	-	-
110-55-552-520-48010	Promotional - Beer & Wine Fest	8,793	-	116	-	-	-	-	-	-	-	-	-
110-55-552-520-48011	Promotional - Ride-in to Park	3,155	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-48012	Promotional - Pet Parade	14	-	7,388	-	-	-	-	-	-	-	-	-
110-55-552-520-48013	Promotional - Seafood Festival	1,555	-	17,656	-	-	10,400	-	-	-	-	-	-
110-55-552-520-48014	Promo - Holiday Arts & Crafts	1,766	-	1,462	-	-	-	-	-	-	-	-	-
110-55-552-520-48016	Promo - Ride-in on Park/Jan 2011	-	-	1,014	-	-	-	-	-	-	-	-	-
110-55-552-520-48017	Promo - Ride-in on Park/May 2011	-	-	13,834	-	-	-	-	-	-	-	-	-
110-55-552-520-48050	Promotional - Art Festival	33,199	-	1,444	-	-	-	-	-	-	-	-	-
110-55-552-520-48055	Promotional - Cruise In On Park	3,390	-	2,199	-	-	-	-	-	-	-	-	-
110-55-552-520-48100	Advertising	6,655	-	1,386	-	-	-	-	-	-	-	-	-
110-55-552-520-49000	Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-49400	Uniforms & Clothing	-	-	-	-	-	-	-	-	-	-	-	-
110-55-552-520-51000	Office Supplies	1,629	1,000	-	1,000	1,000	1,000	-	-	-	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2012			2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
		2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET			
110-55-552-520-52000	Operating Expenses	9,498	1,635	2,000	-	-	
110-55-552-520-52100	Gasoline & Diesel Fuel	750	814	750	-	-	
110-55-552-520-52200	Small Tools & Other	963	209	-	-	-	
110-55-552-520-54200	Memberships, Dues, & Subscript	2,510	2,510	2,525	-	-	
	TOTAL OPERATING EXPENSES	645,729	554,300	355,995	125,365	128,642	
110-55-552-520-61501	Property Acq - 711 Foresteria	169	-	-	-	-	
110-55-552-520-61503	Property Acq - 800 Park Avenue	2,989	-	-	-	-	
110-55-552-520-63000	Improvement Other Than Bldg	2,910	-	-	-	-	
110-55-552-520-63103	Improvements - Sidewalks	3,220	-	-	-	-	
110-55-552-520-63105	Improvements/Foresteria Proper	11,735	-	-	-	-	
110-55-552-520-63106	Improvements/800 Park Avenue	189,330	1,495	-	-	-	
110-55-552-520-64100	Machinery & Equipment	20,132	2,504	-	-	-	
	TOTAL CAPITAL OUTLAY	230,485	3,999	-	-	-	
110-55-552-520-71000	Principal (See note below)	-	-	-	-	-	
110-55-552-520-72000	Interest	-	-	-	-	-	
110-55-552-520-73100	Bond Issuance Costs	-	-	-	-	-	
	TOTAL DEBT SERVICE	-	-	-	-	-	
110-55-552-520-82110	Grant - Facade Improvements	12,500	-	-	-	-	
110-55-552-520-82111	Grant - Business Development	13,030	27,750	40,000	-	-	
110-55-552-520-82112	Grant - Mos'Art Theater	-	-	-	3,458	-	
110-55-552-520-82300	Window Design Coverings	6,533	-	-	-	-	
110-55-552-520-82310	Downtown Awnings	-	21,887	-	-	-	
110-55-552-520-91001	Transfer to General Fund	84,250	153,751	84,250	56,166	-	
110-55-552-520-91010	Transfer to General Fund - ILA	169,640	169,575	169,525	169,525	169,520	
110-55-552-520-91030	Transfer - ILA 2009	32,934	27,521	54,795	54,795	54,795	
110-55-552-520-96200	Unrealized Gain/Loss on Invest	(1,401)	(1,416)	-	-	-	

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2012			2013		
		2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT BUDGET	2013 ADOPTED BUDGET
	TOTAL OTHER EXPENSES	317,486	399,068	348,570	283,944	224,315	224,315

	TOTAL DEPT EXPENDITURES	1,453,190	1,243,310	962,800	821,601	349,680	352,957
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525 - Art On Park Expenses

EXPENDITURES

110-55-552-525-12000	Regular Salaries	16,606	30,562	-	-	-	-
110-55-552-525-13000	Other & Part Time Salaries	3,310	9,766	-	-	-	-
110-55-552-525-21000	FICA	1,524	3,190	-	-	-	-
110-55-552-525-22000	Retirement	126	141	-	-	-	-
110-55-552-525-23100	Health Insurance	2,165	6,174	-	-	-	-
110-55-552-525-23200	Insurance - Dental	144	359	-	-	-	-
110-55-552-525-23300	Insurance - Life	49	108	-	-	-	-
110-55-552-525-23400	Insurance - Vision	17	45	-	-	-	-
110-55-552-525-23500	Disability	167	363	-	-	-	-
110-55-552-525-26000	Mileage Reimbursement	40	-	-	-	-	-
	TOTAL PERSONNEL EXPENSES	24,148	50,708	-	-	-	-

110-55-552-525-31000	Professional Services	1,245	4,559	-	-	-	-
110-55-552-525-31500	Commissions Paid	2,378	12,461	-	-	-	-
110-55-552-525-34000	Contractual Services	1,920	3,750	-	-	-	-
110-55-552-525-41100	Telephone	1,401	2,695	-	1,600	-	-
110-55-552-525-41200	Postage & Shipping	116	1,331	-	-	-	-
110-55-552-525-43000	Utilities	1,743	3,453	-	1,100	-	-
110-55-552-525-43250	Garbage & Trash	93	722	555	550	550	550
110-55-552-525-46000	Repair & Maintenance	1,054	3,360	-	-	-	-
110-55-552-525-47000	Printing	245	232	-	-	-	-
110-55-552-525-48000	Promotional Activity	6,744	4,028	-	-	-	-
110-55-552-525-49600	Bank Charges/Admin Fees	349	766	-	255	-	-
110-55-552-525-51000	Office Supplies	470	818	-	-	-	-

Cost Center 110 - CRA

Schedule 1

ACCOUNT NUMBER	DESCRIPTION	2010 ACTUAL	2011 ACTUAL	2012 CURR YR BUDGET	2012 ESTIMATE FOR THE YEAR	2013 BY DEPARTMENT	2013 PROPOSED BUDGET	2013 ADOPTED BUDGET
110-55-552-525-52000	Operating Supplies	6,111	2,280	-	-	-	-	-
110-55-552-525-52200	Small Tools & Others	3,071	376	-	-	-	-	-
110-55-552-525-54200	Memberships, Dues, & Subscript	70	-	-	-	-	-	-
	TOTAL OPERATING EXPENSES	27,010	40,831	555	3,505	550	550	-
110-55-552-525-64100	Machinery & Equipment	23,674	-	-	-	-	-	-
	TOTAL CAPITAL OUTLAY	23,674	-	-	-	-	-	-
110-55-552-525-71000	Principal (See note below)	-	-	-	-	-	-	-
110-55-552-525-72000	Interest	-	-	-	-	-	-	-
	TOTAL DEBT SERVICE	-	-	-	-	-	-	-
110-55-552-525-91030	Transfer to General Fund - ILA 2009	21,956	18,347	36,530	36,530	36,530	36,530	-
	TOTAL OTHER EXPENSES	21,956	18,347	36,530	36,530	36,530	36,530	-
	TOTAL DEPT EXPENDITURES	96,788	109,886	37,085	40,035	37,080	37,080	-
	TOTAL CRA EXPENDITURES	1,549,978	1,353,196	999,885	861,636	386,760	390,037	-
	SURPLUS/(DEFICIT)	(727,130)	(819,345)	-	(439,463)	-	-	-

CRA Budget Analysis FY12-13

Revenues:

- 311.110 Ad Valorem Taxes – Tax increment funds (property taxes) from the Town are shown on line 110-381.001
- 311.115 Ad Valorem Taxes – County – Tax increment funds (property taxes) from the County.
- 311.120 Ad Valorem Taxes – Delinquent – Delinquent tax increment funds (restricted reserves) from the Town.
- 361.120 Interest Income – Business Development Loans – Interest earned on business development loans provided to businesses within the CRA.
- 381.001 Transfer from General Fund – Tax increment funds (property taxes) from the Town.
- 389.900 Fund Balance Surplus – Funds carried forward from current fiscal year dedicated to the operation of the CRA in Fiscal Year 2012.

Expenditures:

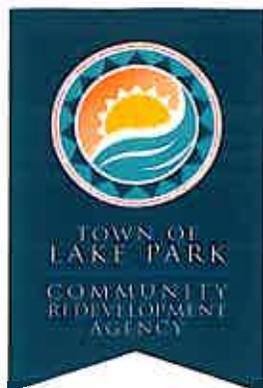
- 520-31100 Professional Services – Town Attorney – Cost of services provided by Town attorney estimated at \$1,000.
- 520-34000 Contractual Services – Grounds maintenance (Chris Wayne Associates @ \$75,960) for the areas zoned to the CRA, and various other contracted services as needed (\$24,863).
- 520-41200 Postage & Shipping – Postage for general mailing is estimated at \$100.
- 520-43000 Utilities – Water (Seacoast) and electric (FPL) costs for utilities primarily for irrigation (\$15,000).
- 520-44100 Equipment Rentals – Cost of renting bucket truck (\$750).

- 520-45000** **Insurance** – Property and liability insurance coverage (\$9,769).
- 520-46000** **Repair and Maintenance** – Repair and maintenance cost of downtown infrastructure (\$1,200) for brick paver repairs, bollard repairs, street light repairs, pressure cleaning, irrigation repairs, etc.
- 520-91010** **Transfer to General Fund – ILA 2008** – Contribution per inter-local agreement between the Town and the CRA for debt service payments due on loan for Alleyway Improvement Project and acquisition of 725 Foresteria (\$169,520).
- 520-91030** **Transfer – ILA 2009** – Debt service payments due on loan for land acquisitions on Foresteria (demolitions and improvements); 711 & 761 Foresteria (\$54,795).

Co-op Expenses

- 525-xxxxx** **Closure of Gallery effective October 1, 2011.**
- 525-43250** **Garbage & Trash** – Estimated Solid Waste Authority assessment (\$550).
- 525-91030** **Transfer to General Fund – ILA 2009** – Debt service payments due on loan for purchase and renovation of building at 800 Park Avenue (\$36,530).

TAB 4



**CRA
Agenda Request Form**

Meeting Date: **September 5, 2012**

Agenda Item No. *Tab 4*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|-------------------|
| <input type="checkbox"/> | Public Hearing | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input checked="" type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Resolution Authorizing the Executive Director to Renew for Fiscal Year 2013 the Florida League of Cities/Florida Municipal Insurance Property and Casualty Insurance Coverage for the Community Redevelopment Agency

RECOMMENDED MOTION/ACTION: Approval

Approved by Executive Director *[Signature]* Date: *8/28/12*

Prepared By: Human Resources Dept. <input checked="" type="checkbox"/> Finance <i>BK2</i>	Costs: \$ 9,769.00 Funding Source: Acct. # 110-55-552-520-45000	Attachments: <i>RESOLUTION &</i> Copy of Gehring Group Property & Casualty Renewal Evaluation Effective October 1, 2012
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Summary Explanation/Background:

Fiscal Year 2012 is the second full year for which the Community Redevelopment Agency (CRA) has had in place property and casualty liability insurance coverage consisting of property and inland marine, general liability and errors and omissions liability insurance. The carrier for such insurance is the Florida League of Cities/Florida Municipal Insurance Trust (FMIT), and such coverage is due for renewal as of October 1, 2012. Gehring Group has obtained a renewal quote from FMIT for Fiscal Year 2013 for such property and casualty insurance of \$9,769.00 which represents an overall decrease to the CRA of 14.1 percent or \$1,599 less than the \$11,368 premium for Fiscal Year 2012.

Additionally, the CRA can expect to receive a minimum return of premium credit from FMIT in the amount of \$1,253 should the CRA elect to renew coverage with FMIT for Fiscal Year 2013. Staff is recommending approval.

Attached as Exhibit A is a copy of the Gehring Group Property and Casualty Renewal Evaluation effective October 1, 2012.

RESOLUTION NO. 21-09-12

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK AUTHORIZING THE EXECUTIVE DIRECTOR TO RENEW FOR FISCAL YEAR 2013 THE PROPERTY AND CASUALTY INSURANCE COVERAGE THROUGH THE FLORIDA LEAGUE OF CITIES/FLORIDA MUNICIPAL INSURANCE TRUST; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission of the Town of Lake Park has previously created a Community Redevelopment Agency (CRA) pursuant to Section 163.356, Florida Statutes; and

WHEREAS, the Lake Park CRA has all of the statutory powers conferred upon it by Section 163.370, Florida Statutes; and

WHEREAS, the Lake Park CRA has determined that it is in the best interest of the CRA to provide for property and casualty insurance coverage for the CRA for Fiscal Year 2013 consisting of property and inland marine, general liability and errors and omissions liability insurance; and

WHEREAS, the Lake Park CRA has reviewed the Renewal Evaluation effective October 1, 2012 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, for the provision of property and casualty insurance coverage through the Florida League of Cities/Florida Municipal Insurance Trust; and

WHEREAS, the Lake Park CRA has directed that adequate funds be allocated for such coverage in Fiscal Year 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Lake Park CRA hereby authorizes and directs the Executive Director to renew for Fiscal Year 2013 the property and casualty insurance coverage through the Florida League of Cities/Florida Municipal Insurance Trust for the Lake Park CRA as outlined in the attached **Exhibit A**.

Section 3. This Resolution shall become effective immediately upon adoption.

TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY
 FMIT PROPERTY & CASUALTY RENEWAL EVALUATION
 2012- 2013 PLAN YEAR

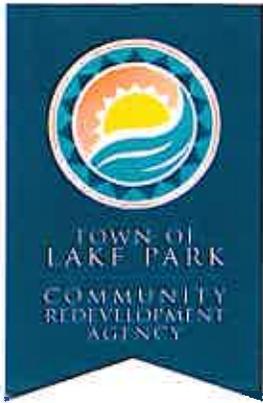


Coverage Type	Current Year 2011-2012			Proposed Year 2012-2013		
	Deductible	Liability Limits	Premium	Deductible	Liability Limits	Premium %
Property , Inland Marine	\$ 2,500	\$ 502,891	\$ 4,685	\$ 2,500	\$ 303,000	\$ 3,121 -33.4%
General Liability	\$ -	\$ 2,000,000	\$ 5,200	\$ -	\$ 2,000,000	\$ 5,200 0.0%
Errors and Omissions	\$ -	\$ 2,000,000	\$ 942	\$ -	\$ 2,000,000	\$ 983 4.4%
Crime						
Money & Securities Inside / Outside	\$ 1,000	\$25,000/\$10,000	Included	\$ 1,000	\$25,000/\$10,000	Included
Total Annual Premium:			\$ 10,827			\$ 9,304
Service Fee			\$ 541			\$ 465
Total Net Premium:			\$ 11,368			\$ 9,769
\$ Increase or Decrease:			N/A			\$ (1,599)
% Increase or Decrease:			N/A			-14.1%

Return of Premium Credit : The CRA can expect a minimum Return of Premium Credit in the amount of \$1,253, should they elect to renew with the FMIT.

**Discussion
And
Possible
Action**

TAB 5



**CRA
Agenda Request Form**

Meeting Date:

Agenda Item No. *Tab 5*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|---------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input checked="" type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: License Agreement with Artist of Palm Beach County for occupancy of 800 Park Avenue, "Art on Park Studios & Gallery".

RECOMMENDED MOTION/ACTION:

Staff Signature _____ **Date:** *8-27-12*

Approved by Executive Director *[Signature]* **Date:** *8/28/12*

Prepared By: Jennifer Spicer Economic Dev. Director	Costs: \$ Funding Source: Acct. #	Attachments: A Copy of the License Agreement <i>Resolution</i>
--	--	---

Summary Explanation/Background:

On August 1, 2012, the CRA Board was presented with a draft document of the License Agreement with Artists of Palm Beach County for occupancy of 800 Park Avenue building, "Art on Park Studio & Gallery". The Board had several recommendations and suggestions for the License agreement draft document, which was presented by the CRA staff to the CRA Board for suggestions/recommendations. Attached is the revised document for the CRA Board approval

RESOLUTION NO. 22-09-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (CRA) AND ARTISTS OF PALM BEACH COUNTY FOR THE RENTAL OF THE CRA'S PROPERTY LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park Community Redevelopment Agency (CRA) is authorized to purchase, sell and lease real property within its community redevelopment area; and

WHEREAS, the CRA owns the property with the street address of 800 Park Avenue, and said property is within the community redevelopment area; and

WHEREAS, the CRA has agreed to enter into a License Agreement with the Artists of Palm Beach County for the rental of the property located at 800 Park Avenue, Lake Park, Florida; and

WHEREAS, the CRA has agreed to enter into a License Agreement authorizing the Artists of Palm Beach County to use 800 Park Avenue for uses including an Art Gallery and for the teaching of the arts to the public; and

WHEREAS, the License Agreement between the Town and Artists of Palm Beach County is attached hereto and incorporated herein as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Chairman of the CRA is hereby authorized and directed to execute the License Agreement attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall be effective upon adoption.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the License), entered into this ____ day of _____, 2012, between the TOWN OF LAKE PARK Community Redevelopment Agency, whose address is 535 Park Ave, Lake Park, FL 33403, (hereinafter CRA) and ARTISTS OF PALM BEACH COUNTY (hereinafter Tenant)

In consideration of the covenants and agreements recited herein below the CRA hereby rents to Tenant the property at 800 Park Avenue, Lake Park, Florida, 33403 (the Premises).

1. The Premises are to be used as an Art Gallery and for art classes and public education and for such other uses as the CRA specifically allows.
2. The Tenant's responsibilities to maintain this License throughout the term and any renewals include the Tenant providing:
 - Art class programs to the community and general public;
 - A monthly schedule of Arts/Crafts classes that shall be open to the general public, including:
 - At least one (1) Arts/Crafts class at no cost to the public held at least once a month beginning within 30 days of the final execution of this Agreement and then Arts/Crafts classes at no cost to the public held at least four (4) times per month beginning January 1, 2013 and continuing through the end of the Agreement period.
 - Operating the Studio Gallery 7 days per week as well as during sponsored Town of Lake Park, or CRA events;
 - A posting of written hours of operation for the Art Studio and Gallery.
 - The Gallery name "Art on Park Studio and Gallery" shall remain the same.
3. The Premises is to be licensed for a one year term. The term shall begin the ____ day of _____, 2012, and end on _____.

4. There shall be no rent during the term of this Agreement, however Tenant shall be responsible for all operating expenses listed below and operating expenses shall be registered in the name of the Tenant.
 - Utilities: Electric and Water;
 - Garbage/Trash;
 - Sanitation;
 - Monthly telephone and internet;
 - Interior/exterior cleaning;
 - Grounds maintenance;
 - Insurance:
 - The Tenant shall be responsible for providing and paying for the cost of personal property (renters) insurance on all contents of the Premises.
 - The Tenant shall be responsible for reimbursing the CRA for the cost of property insurance on the building.
5. Tenant accepts the space "as is, where is" with no additions or alterations by the CRA. Any structural changes to the Gallery property will require Town Commission and Town of Lake Park CRA Board advance approval.
6. At the end of the term, the parties may agree to exercise mutual options to renew the License for an additional term, or for such modified term to which the parties mutually agree to.
7. The Tenant shall not assign the License, nor sub-let the Premises or any part thereof. The CRA will keep the equipment listed in exhibit "A" attached hereto and incorporated herein at the Property for Tenant's use. Said equipment shall be maintained by the Tenant at Tenant's expense.
8. Tenant agrees to abide by the Required Professional Disciplines outlined in Article II of the Request for Qualifications.
9. All personal property placed or moved into the Premises above described shall be at the risk of the Tenant or owner thereof, and the CRA shall not be liable for

any damage to said personal property as a result of any fire, water damage from flooding, or the bursting or leaking of water pipes, or from any act of negligence of any occupants of the building or of any other person whomsoever. Tenant acknowledges that the CRA does not maintain insurance for the benefit of its Tenants' personal property, and that it is Tenant's responsibility to maintain its own insurance.

10. The Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County, the CRA and the Town of Lake Park and shall also promptly comply with and execute all rules, orders and regulations of the same, including, but not limited to all applicable building, and fire prevention codes. Tenant shall be responsible for obtaining from the Town of Lake Park all necessary licenses and permits to operate the Premises.
11. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of the License, whereby the same shall be rendered in the opinion of the Town un-tenantable, then the CRA shall have the right to render said Premises tenantable by repairs within 90 days there from. If said Premises are not in the opinion of the CRA rendered tenantable within said time, either party may cancel this License, and in the event of such cancellation the Tenant shall coordinate any change in responsibility for the utilities with the CRA.
12. The prompt payment of the utilities for the Premises and the faithful observance of any rules and regulations which may be made by the CRA, are the conditions upon which the License is made and accepted and any failure on the part of the

Tenant to comply with the terms of the License, or any of said rules and regulations which may be hereafter prescribed by the License shall at the option of the CRA, work a forfeiture of the License, and all of the rights of the Tenant hereunder.

13. If the Tenant shall abandon or vacate the Premises on or before the expiration of the term, the CRA may enter the Premises without notice and without being liable in any way therefore, and maintain possession of the Premises and take such other actions thereafter as it deems appropriate.
14. The Tenant hereby pledges and assigns to the CRA all personal property, including, but not limited to, the furniture, fixtures, goods and chattels of Tenant, which shall or may be brought or put on the Premises as security for the payment of the rent, and Tenant agrees that a lien against same may be enforced by distress foreclosure or otherwise at the election of the CRA.
15. It is hereby agreed between the parties that in the event the CRA decides to remodel, alter or demolish all or any part of the Premises, or in the event of the sale of all or any part of the Premises; requiring this space, the Tenant shall vacate the Premises upon 30 days advance written notice. It is furthered agreed between the parties that should any of these events occur Tenant may elect to cancel the License upon 30 days advance written notice to CRA.
16. The CRA, or any of his agents, shall have the right to enter the Premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of the Premises. The right of entry shall likewise exist for the purpose of

removing place cards, signs, fixtures, alterations, or additions, which do not conform to the License, or to any written rules and regulations pertaining to the Premises.

17. CRA hereby acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times, maintain the premise in good and safe condition, including plate glass, doors, locks, electrical wiring, plumbing and heating and air conditioning installations and any other system or equipment upon the premise. Tenant shall surrender the Premises in the condition they are in at the beginning of the first term of the License and shall maintain the Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof, and to make good to said CRA immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant. The Town will keep the equipment listed in Exhibit 'A' which is attached hereto and incorporated herein at the Property for Tenant's use. Said equipment shall be maintained by the Tenant at the Tenant's expense.
18. The License shall bind the parties and their assigns or successors, heirs, and personal representatives.
19. It is understood and agreed between the parties that the written notice via certified mail or hand delivered to the parties at their respective addresses

referenced hereinabove shall constitute sufficient notice for the receiving party to comply with any of the terms of the License.

20. The rights of the CRA under the foregoing shall be cumulative, and failure on the part of the CRA to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.
21. It is further understood and agreed between the parties hereto that any charges against the Tenant by the CRA for service or for work done on the Premises by order of the Tenant or otherwise accruing under this License shall be the financial responsibility of the Tenant and shall be subject to the written approval of the CRA.
22. It is hereby agreed by the parties that any signs to be installed, or awnings, in connection with the use of the Premises shall be subject to the approval of the CRA. Any signs or awnings installed must also be permitted by the Town of Lake Park and Tenant is responsible for complying with all Town codes associated with such installation.
23. **RADON GAS NOTIFICATION:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from the Palm Beach County Public Health unit.

24. The License shall be construed in accordance with the laws of Florida. Venue for any action by either party to enforce the terms of the License shall be in Palm Beach County.

25. In the event either party shall be required to enforce the terms of the License, the prevailing party shall be entitled to recover its costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written.

**LAKE PARK COMMUNITY
REDEVELOPMENT AGENCY**

By _____

Approved as to form
And Legal Sufficiency

By _____
Thomas J. Baird, Esquire

ARTISTS OF PALM BEACH COUNTY

By _____

Exhibit "A"

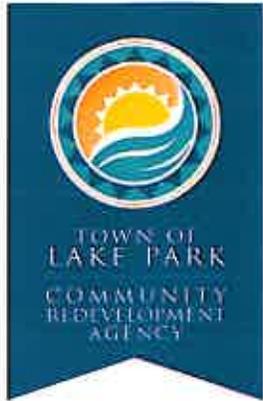
- Lighting System
- Air conditioning unit – must be maintained by Tenant
- Kiln (inside of kiln room)
- Refrigerator/Microwave/towel holder
- 1 Safe box
- 1 Wall hand dryer
- 1 wall mirror
- Partitions – 11 (white) 7 (grey)
- Pedestals – 8 (white) 2 (black)
- (3) potters wheels
- 1 Desk
- 1 Jewelry case
- 3 Chairs
- Trash can – 1 tall (bathroom) 1 small (reception area)
- Filing cabinet
- 1 Lg. artificial plant
- 1 Art on Park entrance carpet
- 1 Fire extinguisher
- 1 Easel
- 1 Ladder and 1 broom
- 1 Aluminum shelving
- 1 Counter for cash register
- Security cameras/system shall remain on premises and be maintained by Tenant

In the event that the lighting system needs to be changed/replaced, a written request shall be submitted to the Town Clerk's office by the Tenant, for CRA Board and Commission approval.

In the event the kiln equipment needs removal from the premises, a written request shall be submitted to the Town Clerk's office by the Tenant, for CRA Board and Commission approval.

It is recommended that the AC Unit be maintained periodically and filters must be changed on a monthly basis at the Tenant's expense

TAB 6



**CRA
Agenda Request Form**

Meeting Date: September 5, 2012

Agenda Item No. *Tab 6*

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|----------------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance on Second Reading | <input type="checkbox"/> | Discussion |
| <input type="checkbox"/> | Ordinance on First Reading | <input checked="" type="checkbox"/> | Bid RFP/Award |
| <input type="checkbox"/> | General Approval of Item | <input type="checkbox"/> | Consent |
| <input type="checkbox"/> | Presentation | <input type="checkbox"/> | Other |

SUBJECT: Award of Contract-CRA Security Officer Patrol Services (Unarmed)

RECOMMENDED MOTION/ACTION: Approve Award of Contract to U.S. Security Associates, Inc. for a contract amount up to \$22,000.00.

Staff Signature *Richard Pittman* Date: *Aug. 28, 2012*

Approved by Executive Director *[Signature]* Date: *8/29/12*

<p>Prepared By: Richard Pittman CRA Project Manager</p>	<p>Costs: Up to \$22,000.00 Funding Source: CRA Contractual Services Acct. # 110-55-552-520-3400</p>	<p>Attachments: MEMORANDUM from Exec. Dir. MEMO from Finance Director Bid Tabulation Bid Submittal of U.S. Securities Bid Document Bid Submittal of AGG Bid Submittal of Lockhart</p>
--	--	--

Summary Explanation/Background: The CRA Board is being asked to approve a contract with U.S. Security Associates, Inc. to provide security patrol services within the CRA. The recommended contract amount is up to \$22,000.00

The CRA Board has discussed and tentatively approved using a private security firm to provide security services within the CRA district in lieu of a designated Palm Beach County Sheriff Deputy. The attached MEMORANDUM from the CRA Executive Director addresses the services to be provided by the PBSO. This use of a private security firm was discussed at the June 20th CRA Board meeting.

The attached MEMO from the Finance Director addresses the funding of this security officer patrol service from the Fiscal Year 2012-13 budget, CRA Contractual Services. The memo identifies available funds and potential ramifications on the CRA Budget.

The CRA has solicited bids from private security firms. The bid documents were based on a similar solicitation used for the procurement of security services at the Lake Park Harbor Marina in January of this year. The bid documents advised potential bidders of a budget amount of \$22,000.00 and an estimated twenty-eight hours per week of security patrol services.

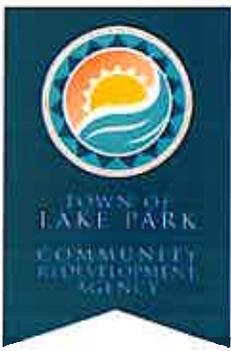
Bids for the CRA Security Officer Patrol Services (unarmed) were opened on August 23, 2012 with three bids having been received (see attached bid tabulation). Two firms were determined to have submitted non-responsive bids lacking sufficient financial information and other considerations. U.S. Security Associates, Inc. submitted the lowest, most responsive responsible bid. U.S. Security Associates, Inc. will provide a golf cart and cell phone for \$75.00/ week and charge \$12.86/ hour for a security guard. The overtime and holiday rate is \$19.29/hour. Section 15 of the bid document allows the award of contract to be based on response to the bid requirements, best interest of the CRA, and not necessarily the lowest bidder. U.S. Security Associates, Inc. currently provides security patrol services at the Lake Park Harbor Marina.

The bid document requested that bidders itemize the cost to provide and maintain a golf cart to support mobility of the patrol officer. The CRA and Town staffs are looking into opportunities for a CRA maintained vehicle to be provided to the security patrol officer in lieu of the golf cart to reduce the annual cost of the service or provide more security hours.

A budgeted amount of \$22,000 would provide for the golf cart, cell phone and approximately 1,350 regular hours plus 32 holiday hours over a one year period. The schedule for the security patrol service would be worked out on a quarterly basis and vary from month to month.

Recommendation:

Approve award of contract for CRA Security Officer Patrol Services (unarmed), Bid 01-12, to U.S. Security Associates, Inc. for a contract amount up to \$22,000.00.



MEMORANDUM

TO: CRA Chair, Vice-Chair and Board Members

FROM: Dale S. Sugerman, Ph.D. 
Executive Director

DATE: August 27, 2012

SUBJECT: Award of Contract- Security Services within the CRA District

At your September 5th CRA Board meeting you will have an agenda item before you dealing with the award of a contract for security services within the CRA. I have been asked to provide you with some information about the role that the Palm Beach County Sheriff's Office (PBSO) would play in providing security services within the CRA District.

The CRA District is part of the geographical make-up of the Town of Lake Park. Therefore, the PBSO is obligated to provide police protection services within the CRA District. Having said that, I want the Board to understand that the PBSO will not be providing a dedicated patrol officer (or officers) who would be dedicated exclusively to the CRA District.

Instead, Lt. Chris Myers, District Commander has committed to me that he will provide routine patrol throughout the CRA District, as he would provide anywhere else in Town. In addition, should there be a special event scheduled for the CRA District, with advanced notice the PBSO will provide dedicated officers for that scheduled event. Finally, should there be any increased suspicious activity within the CRA District; PBSO will provide what is known as "directed patrols" for the CRA District in an attempt to reduce the amount of suspicious activities. Finally, should any one merchant/business/organization have their own special events or special needs, the District Commander has committed to me that he will be fully responsive to meet those special needs with additional patrols as long as he knows about the special needs in advance.

But I need to reiterate that the PBSO does not plan on providing a dedicated officer (or officers) to serve as security patrol within the CRA District.

cc: Richard Pittman, CRA Project Manager

TOWN OF LAKE PARK

MEMO



To: Christiane Francois
Jeanine Longtin
Tim Stevens
James DuBois
Kendall Rumsey
Steven Hockman
Sue-Ellen Mosler
Dale S. Sugerman, Ph.D.

From: Blake K. Rane, Finance Director *BKR*

Date: August 28, 2012

Subject: CRA Security Services

As you prepare to make a decision on the CRA security service RFP, it is important that you consider the ramifications on the CRA Budget.

Contractual Services – account number 110-55-552-520-3400:

Contractual Services Budget	\$ 100,823
Less: Current Contract (CWA)	\$ 75,960
Remainder	<u>\$ 24,863</u>

This balance represents the budgeted funds that remain available for fiscal year 2012/2013 for any of the following services:

- Consulting services
- Transferred labor from Public Works
- Security services
- Contracted repairs, and/or
- Any additional expenses for landscaping.

BID TABULATION
CRA DISTRICT- SECURITY OFFICER PATROL SERVICES (UNARMED)

Bid No. 01-12

ITEM	DESCRIPTION	UNIT	U.S. Security Associates Inc.	Lockhart International Invest. & Security **	AGG of America, LLC dba/ Advanced National Security & Investigations	**
1	INDEMNIFICATION	L.S.	\$ 100.00	\$ 100.00	\$	100.00
2	STRAIGHT TIME MIN. 4 HOUR	\$/HR.	\$ 12.86	\$ 14.00	\$	15.10
3	STRAIGHT TIME FULL 8 HOUR SHIFT	\$/HR.	\$ 12.86	\$ 14.00	\$	15.10
4	OVERTIME/HOLIDAY	\$/HR.	\$ 19.29	\$ 21.00	\$	22.65
5	SPECIAL EVENT GUARD					
a.	STRAIGHT TIME MIN. 4 HOUR	\$/HR.	\$ 19.00	\$ 14.00	\$	15.10
b.	STRAIGHT TIME FULL 8 HOUR SHIFT	\$/HR.	\$ 19.00	\$ 14.00	\$	15.10
c.	OVERTIME/HOLIDAY	\$/HR.	\$ 19.00	\$ 21.00	\$	22.65
6	PROVIDE AND MAINTAIN GOLF CART AND CELL PHONE SPECIFICALLY FOR CRA SECURITY SERVICE	\$/WK	\$ 75.00	\$ 35.00	No Charge	

** The bid submitted by both Lockhart International and AGG of America LLC are Non-Responsive as not providing sufficient financial information.

RECOMMENDATION: Award of Contract to U. S. Security Associates, Inc. for \$22,000.00 (Approx. 1,350 regular hours plus 32 holiday hours).

Bid Opening: August 23, 2012

Bid Tabulation Prepared By: Richard Pittman, CRA Project Manager

Richard Pittman

From: Deborah Johnson <deborahj@weisersecurity.com>
Sent: Thursday, August 23, 2012 9:07 AM
To: Richard Pittman
Subject: Bid #01-12

Mr. Pittman,

Thank you for the opportunity to bid on the Security Officer Patrol Services for Lake Park. However, at this time, we will not be able to submit a proposal. Although we regret not being able to bid, the Penalty section was a key component in this decision. It is often difficult to absorb a penalty clause, especially in those situations where coverage is not 24 hours/day.

We would like to be considered for future bids and we are always available to discuss your security needs and concerns regardless of who you do decide to utilize for your contract security services.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Deborah Johnson
Cell-561-310-4385
Weiser Security Services, Inc.
3003 South Congress Ave.
#1-B
Palm Springs, FL 33461
deborahj@weisersecurity.com
www.weisersecurity.com

CONFIDENTIALITY NOTICE: The information contained in this communication, including attachments, is privileged and confidential. It is intended only for the exclusive use of the addressee. Any use, dissemination, distribution or copying of this transmission by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and return this transmission to the sender and delete and/or destroy any copies.

Proposal for August 21, 2012



Bid for Security Officer Patrol Services
(UNARMED)

Lake Park Community Redevelopment Agency

Quote # 01-12

Quote Due Date: August 23, 2012 at 11:00 AM

Lake Park Town Clerk-Vivian Lemley, CMC

535 Park Avenue

Lake Park, Florida 33403

Contact Person: Richard Pittman, CRA Agent

Phone: 561-881-3347

Presented by:

Joseph McKeogh

U.S. Security Associates, Inc.

1750 N. Florida Mango Rd., Suite 301

West Palm Beach, FL 33409

ISO 9001:2008 Certified

1

**BID CERTIFICATION
BID FORM
COI, LICENSES, W9**

2

REFERENCES

3

**DRUG FREE WORKPLACE,
ANTI-KICKBACK, NON-
COLLUSION**

4

**NON-SEGREGATED
FACILITIES, PUBLIC
ETHICS
CRIMES, ORGANIZATION
CHARTS**

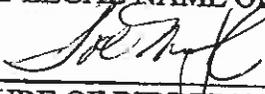
5

**FINANCIAL
INFORMATION,
LITIGATION STATEMENT**

BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 13 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER:



(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)
TITLE: Business Development Manager

Joseph P. McKeogh

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

1750 N. Florida Mango Road, Suite 301

West Palm Beach, Florida 33409

PHONE NO: (561) 689-2133 Cell Phone (954) 214-3836

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: 22-3262806

BID FORM

1. INDEMNIFICATION

L.S. \$ 100.00

Straight Time Min. 4 Hour
Straight Time Full 8 Hour Shift

\$ 12.86 /hr.
\$ 12.86 /hr.

Overtime/Holiday

\$ 19.29 /hr.

Special Event Guard:

Straight Time Min. 4 Hour
Straight Time Full 8 Hour Shift
Overtime/ Holiday

\$ 19.00 /hr.
\$ 19.00 /hr.
\$ 19.00 /hr.

Provide and Maintain Golf Cart and Cell Phone specifically
for CRA security service

\$ 75 - /wk.

Bidder acknowledges CRA estimated annual contract amount of \$22,000.00 averaging 28 hours per week. Overtime is considered time over and above an eight hour shift.

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer Identification Number: _____

CORPORATION

By: Joseph P. McKeogh / JOSEPH P. McKeogh
(Signature) (Print name)

Address: 1750 N. Florida Mango # 301
West Palm Beach, FL 33409

Telephone: 561-689-2133 Fax: 561-689-2977

Taxpayer Identification Number: 22-3262806

State Under Which Corporation Was Chartered: DELAWARE

(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida)

02/23/1994

Corporate President: CHARLES R SCHNEIDER
(Print Name)

Corporate Secretary: Paul Lutz
(Print Name)

Corporate Treasurer: MICHAEL GEISLER
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s N/A

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: CARY HAERLIN

Address: 1750 N Florida Mangord #301 33409

Telephone: (561) 689-2133

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: DON MERCKSON

Address: 1750 N Florida Mangord Rd-301, 33409

Telephone: (561) 689-2133

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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No Name History

Detail by Entity Name

Foreign Profit Corporation

U.S. SECURITY ASSOCIATES, INC.

Filing Information

Document Number F94000000907
FEI/EIN Number 223262806
Date Filed 02/23/1994
State DE
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 06/30/1998
Event Effective Date NONE

Principal Address

200 MANSELL CT E.
SUITE 500
ROSWELL GA 30076 US

Changed 03/10/1999

Mailing Address

200 MANSELL CT E.
SUITE 500
ROSWELL GA 30076 US

Changed 04/11/2012

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Officer/Director Detail

Name & Address

Title PD

SCHNEIDER, CHARLES R
200 MANSELL CT E SUITE 500
ROSWELL GA 30076

Title VD

ORINGER, KENNETH W
200 MANSELL CT E SUITE 500
ROSWELL GA 30076

Title D

BERRY, ANN
200 WEST STREET
NEW YORK NY 10282

Title AC

DEANO, KAREN
200 MANSELL COURT, STE.500
ROSWELL GA 30076

Title AS

LUTZ, PAUL
200 MANSELL COURT, STE. 500
ROSWELL GA 30076

Title VP

GEISLER, MICHAEL J
200 MANSELL COURT, STE. 500
ROSWELL GA 30076

Annual Reports

Report Year Filed Date

2010	04/16/2010
2011	03/23/2011
2012	04/11/2012

Document Images

<u>04/11/2012 – ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>03/23/2011 – ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>04/16/2010 – ANNUAL REPORT</u>	<u>View image in PDF format</u>
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<u>02/13/1998 – ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>05/12/1997 – ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>04/16/1996 – ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>04/26/1995 – ANNUAL REPORT</u>	<u>View image in PDF format</u>

Note: This is not official record. See documents if question or conflict.

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State of Florida, Department of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

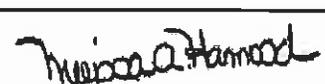
PRODUCER Hylant Group - Cleveland 6000 Freedom Square, Suite 400 Cleveland, OH 44131	CONTACT NAME: Sally Harper PHONE (A/C, No, Ext): 216-674-2418 E-MAIL ADDRESS: sally.harper@hylant.com	FAX (A/C, No): 216-447-4088
	INSURER(S) AFFORDING COVERAGE	
INSURED U. S. Security Associates, Inc. 200 Mansell Court, Fifth Floor Roswell, GA 30076 West Palm Beach-CSS 332	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B: National Union Fire Insurance Co. of Pittsburgh, PA 19445	
	INSURER C: Liberty Insurance Corporation 42404	
	INSURER D: Liberty Mutual Fire Insurance Company 23035	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			047082749	08/01/12	08/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability/E&O						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						SIR \$ 500,000
L	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			AS2641443931052 Includes Garage Liability Contractual	08/01/12	08/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			13273305	08/01/12	08/01/13	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA764D443931012	08/01/12	08/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WA764D443931022	08/01/12	08/01/13	E.L. EACH ACCIDENT \$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC7641443931032	08/01/12	08/01/13	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C				WC7641443931042	08/01/12	08/01/13	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Fidelity/Crime Incl. 3rd Party Liability			041766959	08/01/12	08/01/13	1,000,000
A	Excess Auto Liability			048409879	08/01/12	08/01/13	COMBINED SINGLE LIMIT 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER The Town of Lake Park 535 Park Ave. Lake Park FL 33403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
US SECURITY ASSOCIATES, INC.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
200 MANSELL COURT, SUITE 500
City, state, and ZIP code
ROSWELL, GA 30076

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

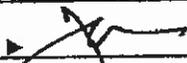
Employer identification number
22-3262806

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person  Date ▶ 12/15/08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

US SECURITY ASSOCIATES I
(561)689-2133

2012

TOWN OF LAKE PARK
BUSINESS REGISTRATION RECEIPT

535 PARK AVENUE, LAKE PARK, FL 33403

REGISTRATION FEE EXPIRES SEPTEMBER 30, 2012

No: 06285

Date: 9/08/11

Address: 1750 N FLORIDA MANGO RD #301
WEST PALM BEACH FL 33409
Activity: SO080 OUT OF TOWN BUSINESS

Issued to: US SECURITY ASSOCIATES INC
1750 N FLORIDA MANGO RD #301
WEST PALM BEACH FL 33409



Tax 25.00
Penalty
Transfer

Total Paid 25.00

Anne M. Costello

FINANCE DIRECTOR

A

State of Florida

DEPARTMENT OF AGRICULTURE and CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**



DISCLOSURE NOTICE

CHAPTER 493, FLORIDA STATUTES
THE BUSINESS OPERATED AT THIS LOCATION IS REGULATED BY
THE FLORIDA DEPARTMENT OF AGRICULTURE and CONSUMER SERVICES.

PLEASE DIRECT ANY QUESTIONS OR COMPLAINTS TO:

FLORIDA DEPARTMENT OF AGRICULTURE and CONSUMER SERVICES
DIVISION OF LICENSING
P.O. BOX 9100
TALLAHASSEE, FLORIDA 32315-9100
(850) 245-5499

THIS NOTICE MUST BE POSTED IN A CONSPICUOUS PLACE AT THE LICENSED PHYSICAL LOCATION WHERE BUSINESS IS CONDUCTED.

DACS_P_00065 7/09

**SECURITY AGENCY MANAGER
STATE OF FLORIDA**



MCKEOGH, JOSEPH P
14584 AUTUMN AVE
WEST PALM BEACH, FL 33414

BIRTH DATE SEX RACE

03/11/44 M W

LICENSE NUMBER: ISSUED: EXPIRES:

MB1100149 09/16/11 09/16/13

The above named individual is licensed by the Department of Agriculture & Consumer Services, Division of Licensing in accordance with Chapter 493, Florida Statutes.

Adam H. Putnam
ADAM H. PUTNAM

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**

DIVISION OF LICENSING

ISSUE DATE:

03/18/11

LICENSE NO.

BB2500022

**THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING JULY 27, 2014**

SECURITY AGENCY BRANCH OFFICE

**U.S. SECURITY ASSOCIATES, INC.
(WEST PALM BCH)
1750 N. FLORIDA MANGO ROAD
SUITE 301
WEST PALM BEACH, FL 33409**



**ADAM H. PUTNAM
COMMISSIONER**



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.taxcollectorpbc.com Tel: (561) 355-2272

****LOCATED AT****

1100 N FLORIDA MANGO #1
 WEST PALM BEACH, FL 33409-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0035 SECURITY GUARD - PATROL SERVICE	U.S. SECURITY ASSOCIATES INC	AB980005	U11,448555 - 08/23/11	\$157.50	B40086848

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200408385
 EXPIRES: SEPTEMBER 30, 2012**

U S SECURITY ASSOCIATES INC
 U S SECURITY ASSOCIATES INC
 1750 N FLORIDA MANGO RD STE 30
 WEST PALM BCH, FL 33409-5251



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

REFERENCES

SEE ATTACHED SHEET

As specified in the Standard Terms and Conditions of this Bid Document, Bidders are to present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this bid document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1.	 Date(s) Service Provided _____ to _____
	PHONE: _____ FAX: _____
2.	 Date(s) Service Provided _____ to _____
	PHONE: _____ FAX: _____
3.	 Date(s) Service Provided _____ to _____
	PHONE: _____ FAX: _____
4.	 Date(s) Service Provided _____ to _____
	PHONE: _____ FAX: _____



Local References

The following are current clients of U. S. Security Associates, Inc. in the West Palm area with similar security requirements. We encourage you to contact their representatives who have agreed to provide a reference on our services.

Fountains of Palm Beach

4615 B Fountains Dr.
Lake Worth, FL 33467
Contact: Debbie Poulette
Telephone: 561-964-3600
680 hours per week of service
Satisfied client since 2003



THE FOUNTAINS

Pine Tree

10706 St. Andrews Road
Boynton Beach, FL 33425
Contact: Bill Harris
Telephone: 561-738-5393
168 hours per week of service
Satisfied client since 2002



PINE TREE GOLF CLUB, INC.

Black Diamond HOA

10261 Old Hammock Way
Wellington, FL 33414
Contact: John Payne
Manager
Telephone: 561-792-9381
168 hours per week of service
Satisfied client since 2010



Town of Lake Park

535 Park Avenue
Lake Park, FL 33403
Contact: Mike Pisano
Telephone: 561-881-3353
56 hours per week of service
Satisfied client since 2009

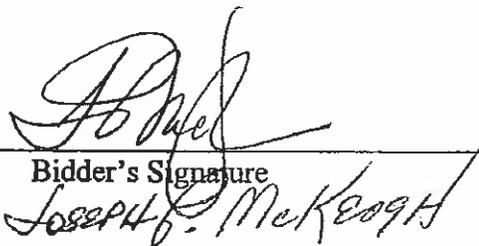


DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature
Joseph P. McKeogh

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Joseph P. McKeogh, who, after being by me first duly sworn, deposes and says:

(1) I am Joseph McKeogh of US Security Associates Inc the bidder that has submitted a proposal to perform work for the following project:

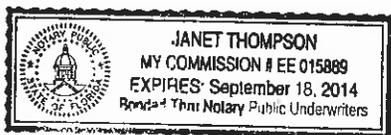
Bid #: 01-12 Bid Name: Officer Patrol Services (unarmed)

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 23 day of August, 2012 by Joseph McKeogh, who is personally known to me or who has produced Valid FL Driver License as identification.

SEAL:



Notary Signature: [Signature]
Notary Name: Janet Thompson
Notary Public-State of Florida
My Commission #: EE 015889
Expires on: 9-18-14

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Joseph McKeogh who, after being by me first duly sworn, deposes and says of his/her personal knowledge that: Joseph McKeogh

- (1) He/she is Bus Del Mga of U.S Security Associates, Inc., the Bidder that has submitted a proposal to perform work for the following:

Bid #: 01-12 Bid Name: Security Officer Patrol Services (unarmed)

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed Contract: and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Joseph McKeogh
Signature

Subscribed and sworn to (or affirmed) before me this 23 day of August 2012 by Joseph McKeogh, who is personally known to me or who has produced Valid FL Driver License as identification.

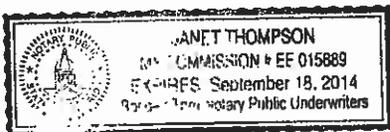
SEAL:

Notary Signature: Janet Thompson

Notary Name: Janet Thompson
Notary Public-State of Florida

My Commission #:

Expires on:



CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

US Security Associates Inc

[Signature]

Signature

1750 N. Florida Mango Rd #301

JOSEPH McKEOUGH, BUSINESS Dev Mgr

Name and Title

West Palm Beach FL 33409

8/21/12

Date

SEAL:



Notary Signature: [Signature]

Notary Name: Janet Thompson
Notary Public-State of Florida

My Commission #: EE 015889

Expires on: 9-18-14

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to TOWN OF LAKE PARK CRA
(print name of public entity)
by Joseph McKeogh
(print individual's name and title)
for US Security Associates Inc.
(print name of entity submitting sworn statement)

2. Whose address is 1750 N. Florida Mangrove Rd. #301
West Palm Beach, FL 33409
and (if applicable) its Federal Employer Identification Number (FEIN) is 22-3262806
If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement:

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) **Florida Statutes**, means:
 - i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e) Florida Statutes, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.
7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]

(Signature)

**STATE OF FLORIDA
PALM BEACH COUNTY**

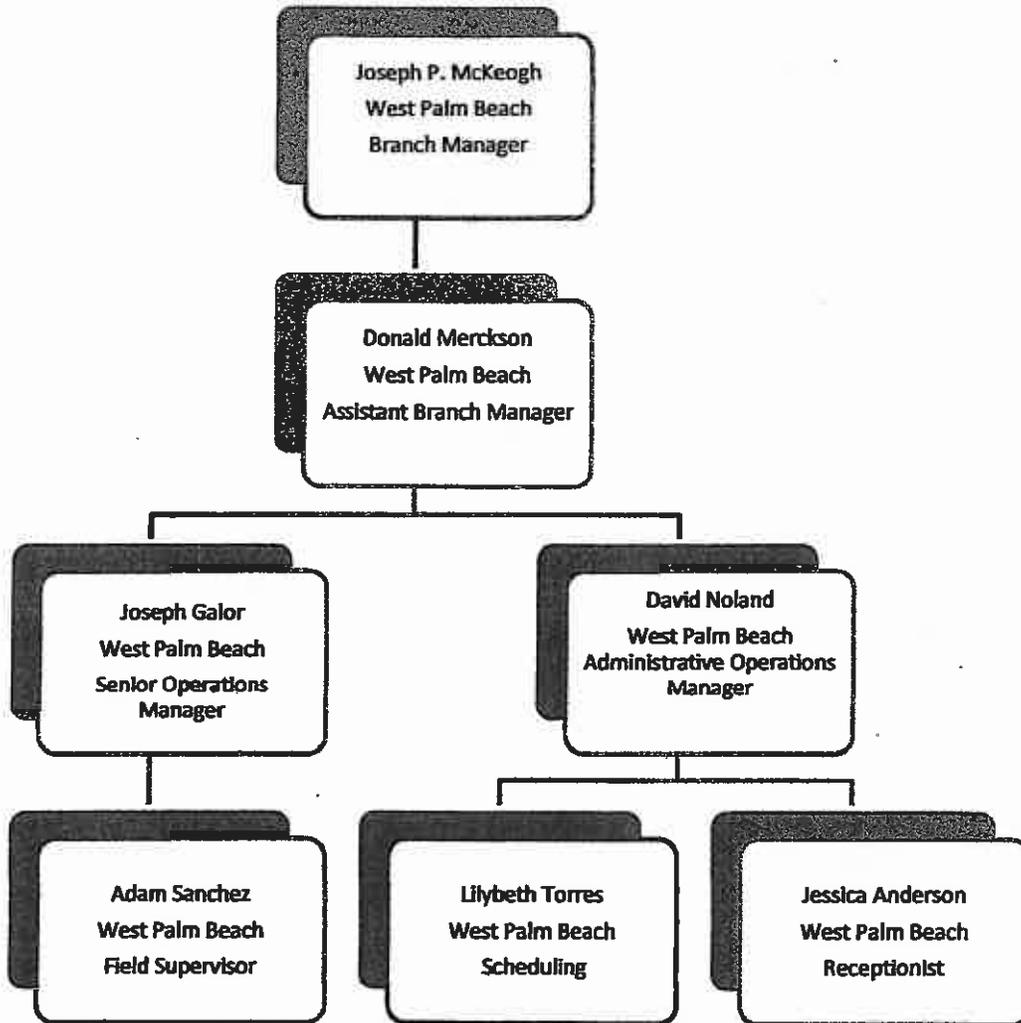
The foregoing instrument was acknowledged before me this 23 day of August 2012, by Joseph McKeogh as Bus. Dev. Mgr. of Valid FL Driver License, who is personally known to me or has produced as identification.

SEAL:

Notary Signature: *[Handwritten Signature]*
Notary Name: Janet Thompson



U. S. Security Associates, Inc.
West Palm Beach, Florida



Joseph P. McKeogh
14584 Autumn Avenue
Wellington, Florida 33414
(954) 695-1394 Cell
bjgmcke@aol.com

PROFESSIONAL PROFILE

Strong management and operational experience, knowledgeable in Security, Business Development, Access Control and Internal Control Requirements. Management Trained in Total Quality Leadership. Effective Communicator and Computer Literate in Microsoft Word, Excel and Power Point programs.

KEY ACCOMPLISHMENTS

- Developed sales program and process to develop 43,000 hours per week over 10 years
- Maintained long term relationships on behalf of AlliedBarton Security Services over 8 years
- Member of various Influence groups such as ASIS, CAI and BOMA over the last 10 years
- Performed as a BOMA real estate property judge for the TOBY Awards for 9 years
- Annual average of new business developed on average at 4,000 hours per year with the largest year being 7,642 hours per week in 2002 (Barton Protective Services Salesman of the Year 2002)

EXPERIENCE

ADMIRAL SECURITY SERVICES

80 S.W. 8th Street, Suite 2210

Miami, Florida 33130

June 2010 through November 2010

Vice President of Sales-Florida

Marketed directly to prospects in the Broward and Palm Beach Counties in South Florida. Because of size we limited our search to the residential market in Boca Raton and West Palm Beach. Created the pricing and proposals for 11 prospects.

ALLIEDBARTON SECURITY SERVICES

600 W. Hillsboro Boulevard, Suite 350

Deerfield Beach, Florida 33441

November 1999 through November 2009

Business Development Manager

Marketed directly to prospects in the Broward and Palm Beach Counties in the South Florida market. Specialized in Class A Commercial Real Estate and Class A Residential Communities that used contract security. Created leads and followed up with developed contacts of known users of security services. This was accomplished by a direct call program and memberships in influence groups where property managers attended.

Created the pricing and proposals for all opportunities, delivered the presentations along with other members of the management team. Created, reviewed and negotiated security services agreements with new clients and their attorneys. Developed post orders and assisted with the start-up of new accounts. Created and managed the annual business development budget and sales goals. Worked at National and Regional Trade Shows with local managers to develop new business.

SBI Security Services

Fort Lauderdale, Florida

August 1997 through October 1999

Project Manager

Managed the Florida Power and Light Corporation-Corporate Account of 2,500 hours per week. Overall responsibility for all locations in Broward, Dade and Palm Beach County. Managed access control, patrols and emergency response. Responsible for security operations, personnel recruiting and selection and accurate billing. Florida Power and Light Corporation did not suffer any losses from their security program while responding to weather emergencies.

EDUCATION

LaSalle College, Philadelphia, PA, Bachelor of Science, Business Administration

COMPUTER SKILLS

Microsoft Word, Excel and Power Point

COMMUNITY AFFILIATION

BOMA Fort Lauderdale/Palm Beach, CAI Gold Coast, ASIS Fort Lauderdale, Florida

Donald P. Merckson

39A Essex Court

Royal Palm Beach, FL 33411

dmerckson@ussecurityassociates.com

Professional Experience

Branch Manager – US Security Associates, Inc 2008 – PRESENT

Managed 100 Posts and over 500 security officers to a profitable bottom line. Implementing policies and procedures to maintain fully satisfied clients.

Branch Manager – Citi Financial – Boynton Beach, Florida 2004 – 2008

Managed a team of five employees in a \$20 million branch office to achieve corporate goals and standards on a consistent basis.

Mortgage Underwriter – Accufunding Mortgage Corp – West Palm Beach 2003- 2004

Underwrote 40 to 50 mortgage loans on a consistent month to month basis to comply with the set guidelines matrix of 3 national mortgage companies.

Finance Manager – Beach Cars of West Palm, Inc 1999 - 2003

Trained 2000 debilitating credit customers how to handle credit. Maintained 94% current for more than two years.

Regional Manager – Wells Fargo Financial – West Palm Beach 1984 – 1999

Established policy and procedures to implement an instant credit program for sales finance growth. Created and formalized the program with City Furniture. Purchased more than \$2 million in receivables within the fiscal year.

Branch Manager – World Finance Corp – Augusta, Georgia 1982 – 1989

Implemented policy for a staff of eight to retain customer base. Increased new customers by 10% monthly and closed 600 loans in one month.

Branch President – Fleet Financial Corp – Augusta, Georgia 1979 – 1982

Analyzed and implemented a targeted marketing plan. Developed bulk purchases and single purchase of equity to improve to more than \$13 million in outstanding receivables.

Consolidated Financial Statements and
Report of Independent Certified Public Accountants

U.S. Security Associates Holdings, Inc.

December 30, 2010 and December 31, 2009

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Audit • Tax • Advisory

Grant Thornton LLP
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Atlanta, GA 30309-4504

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Report of Independent Certified Public Accountants

The Board of Directors of
U.S. Security Associates Holdings, Inc.:

We have audited the accompanying consolidated balance sheets of U.S. Security Associates Holdings, Inc. (a Delaware corporation) as of December 30, 2010 and December 31, 2009, and the related consolidated statements of earnings, stockholders' equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of U.S. Security Associates Holdings, Inc. as of December 30, 2010 and December 31, 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Atlanta, Georgia
March 30, 2011

Consolidated balance sheets

December 30, 2010 and December 31, 2009

(in thousands)

	2010	2009
Assets		
Current assets:		
Cash	\$ 14,571	\$ 43,526
Accounts receivable, net of allowance of \$2,166 and \$2,335 at December 30, 2010 and December 31, 2009, respectively	123,952	94,462
Prepaid expenses and other current assets	10,680	4,662
Income taxes receivable	540	-
Deferred income taxes	3,534	3,364
Total current assets	153,277	146,014
Property and equipment:		
Computers and equipment	37,823	32,103
Furniture and fixtures	523	508
Leasehold improvements	708	707
	39,054	33,318
Less – Accumulated depreciation	(26,674)	(22,768)
	12,380	10,550
Intangible assets:		
Goodwill	152,411	137,799
Other intangibles, net	31,460	15,789
	183,871	153,588
Other assets	2,143	1,933
Total assets	\$ 351,671	\$ 312,085

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated balance sheets (cont'd)

December 30, 2010 and December 31, 2009

(in thousands)

	2010	2009
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 2,029	\$ 1,015
Accrued compensation and related taxes	29,538	24,699
Accrued benefits and insurance	4,413	3,924
Accrued taxes	6,658	5,423
Accrued interest	916	1,431
Income taxes payable	-	719
Other accrued expenses	5,447	5,722
Notes payable and current portion of long-term debt	8,126	2,211
Current portion of capital lease obligation	2,761	2,839
Total current liabilities	59,888	47,983
Long-term debt, net of current portion	198,760	202,375
Capital lease obligation, net of current portion	2,507	2,116
Deferred income taxes	32,659	27,042
Other long-term liabilities	5,151	4,601
Total liabilities	298,965	284,117
Commitments and contingencies (Note 13)		
	-	-
Stockholders' equity:		
Preferred stock (Note 6), liquidation value of \$5,231 and \$4,843, respectively	3,659	3,659
Common stock, Class A (Note 6)	86	86
Common stock, Class B (Note 6)	13	12
Common stock, Class C (Note 6)	12	12
Additional paid-in capital	7,224	6,618
Retained earnings	41,712	17,581
Total shareholders' equity	52,706	27,968
Total liabilities and stockholders' equity	\$ 351,671	\$ 312,085

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated statements of earnings

December 30, 2010 and December 31, 2009

(in thousands)

For the years ending	2010	2009
Revenues	\$ 762,689	\$ 688,574
Cost of services	593,109	535,384
Gross profit	169,580	153,190
Operating expenses:		
Field operating	86,564	80,222
Depreciation and amortization	10,700	10,211
Corporate, general and administrative	17,007	15,060
Total operating expenses	114,271	105,493
Operating income	55,309	47,697
Interest expense, net	14,639	15,870
Other expense (income)	10	(1,753)
Income before income taxes	40,660	33,580
Income tax expense	(16,529)	(14,522)
Earnings from continuing operations	24,131	19,058
Discontinued operations:		
Discontinued operations, net of tax	-	(553)
Net income	\$ 24,131	\$ 18,505

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated statements of stockholders' equity

December 30, 2010 and December 31, 2009

(In thousands, except share and per share amounts)

	Common Stock			Preferred Stock			Additional Paid-In Capital			Retained Earnings (Accumulated Shareholders' Deficit)	Total Shareholders' Equity					
	Class A		Class B		Class C		Common Stock									
	Shares	Amount	Shares	Amount	Shares	Amount	Class A	Class B	Class C							
Balance, December 25, 2008	8,610,563	\$ 86	1,242,365	\$ 12	1,222,350	\$ 12	3,659	\$ 3,659	\$ 5,153	\$ 691	\$ 517	\$	(924)	\$	9,206	
Option grants	-	-	-	-	-	-	-	-	-	257	-	-	-	-	257	
Net earnings	-	-	-	-	-	-	-	-	-	-	-	-	18,505	-	18,505	
Balance, December 31, 2009	8,610,563	86	1,242,365	12	1,222,350	12	3,659	3,659	5,153	948	517	17,581			27,968	
Option grants	-	-	-	-	-	-	-	-	-	367	-	-	-	-	367	
Options exercised	-	-	70,500	1	-	-	-	-	-	239	-	-	-	-	240	
Net earnings	-	-	-	-	-	-	-	-	-	-	-	-	24,131	-	24,131	
Balance, December 30, 2010	8,610,563	\$ 86	1,312,865	\$ 13	1,222,350	\$ 12	3,659	\$ 3,659	\$ 5,153	\$ 1,554	\$ 517	\$	41,712	\$	52,706	

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated statements of cash flows

December 30, 2010 and December 31, 2009

(in thousands)

	2010	2009
Cash flows from operating activities:		
Net earnings	\$ 24,131	\$ 18,505
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Provision for Bad Debts	105	2,162
Depreciation	5,542	5,270
Amortization	5,975	5,878
Interest rate swap	-	(1,753)
Loss on disposal of fixed assets	378	179
Loss on disposal of discontinued operations	-	507
Deferred income taxes	5,447	4,237
Stock compensation expense	367	257
Income tax benefit from option exercises	(239)	-
Changes in operating assets and liabilities:		
Accounts receivable	(13,633)	(1,305)
Income taxes receivable/payable	(1,020)	(563)
Prepaid expenses and other assets	(8,656)	(3,747)
Accounts payable and accrued expenses	6,050	2,906
Net cash provided by operating activities	24,447	32,533
Cash flows from investing activities:		
Payment for businesses acquired	(43,679)	(6,220)
Proceeds from sale of discontinued operations	-	294
Purchases of property and equipment	(2,014)	(1,810)
Net cash used in investing activities	(45,693)	(7,736)
Cash flows from financing activities:		
Payments on notes payable and long-term debt	(11,830)	(7,752)
Payments to secure debt amendment	(301)	-
Payments of capital lease obligations	(3,818)	(3,437)
Proceeds from debt issuance	8,000	-
Income tax benefit from option exercises	239	-
Proceeds from exercise of stock options	1	-
Net cash used in financing activities	(7,709)	(11,189)
Net Increase (decrease) In cash and cash equivalents	(28,955)	13,608
Cash and cash equivalents, beginning of year	43,526	29,918
Cash and cash equivalents, end of year	\$ 14,571	\$ 43,526
Supplemental disclosure of cash flow information:		
Noncash transactions:		
Capital lease obligations	\$ 4,120	\$ 3,174

The accompanying notes are an integral part of these consolidated financial statements.

Notes to consolidated financial statements

December 30, 2010 and December 31, 2009

(in thousands, except share and per share amounts)

1 Summary of Significant Accounting Policies

Description of Business

The accompanying consolidated financial statements include U.S. Security Associates Holdings, Inc., a holding company, and its subsidiaries, U.S. Security Holdings, Inc., U.S. Security Associates, Inc., OutSource Partners, Inc., Arko Executive Services, Inc., and American Premier Security, Inc. (together, the "Company"). The Company is a leading provider of labor-intensive, permanently outsourced security services to major industrial and commercial customers nationwide.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Year

The Company has a 52-53 week fiscal year which ends on the last Thursday in December. The fiscal years ended December 30, 2010 and December 31, 2009, included 52 and 53 weeks, respectively.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions which affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. For example, significant management judgment is required in determining: the credit worthiness of customers and collectability of accounts receivable; the allocation of purchase price; the potential impairment of long-lived assets, goodwill and intangibles; and the accounting for income taxes.

Cash and Cash Equivalents

Cash and cash equivalents can include time deposits, commercial paper, municipal bond funds and bankers acceptances with original maturities of three months or less or that are highly-liquid and readily convertible to a known amount of cash. These investments are stated at cost, which approximates fair value, due to their short duration or liquid nature.

Concentration of Credit Risk

The Company maintains its cash balances in financial institutions, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash balances.

Revenue Recognition

Revenues are recognized as related services are performed. The Company collects various taxes from its customers and remits these amounts to applicable taxing authorities. The Company's accounting policy is to exclude these taxes from revenues and cost of services.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are primarily due from major industrial and commercial customers nationwide. Accounts receivable are reflected in the accompanying financial statements at cost, which approximates fair value because of their short-term maturities. The Company maintains an allowance for doubtful accounts based upon the expected collectability of accounts receivable. When specific amounts are determined to be uncollectible, they are charged to the allowance. Management determines the collectability of accounts receivable based primarily on the periodic review of accounts receivable aging schedules, past experience and knowledge of individual customers. As of December 30, 2010 and December 31, 2009, the Company had an allowance of \$2,166 and \$2,335, respectively.

Following is a schedule of the changes in the allowance for doubtful accounts:

	2010	2009
<i>(in thousands)</i>		
Balance, beginning of period	\$ 2,335	\$ 3,280
Charged to expense	105	2,162
Write offs	(274)	(3,107)
Balance, end of period	\$ 2,166	\$ 2,335

Deferred Uniform Costs

The Company capitalizes uniform costs and amortizes such amounts on the straight-line method over the uniforms' estimated useful life of two years. Approximately \$1,890 and \$1,714 of the \$4,022 and \$3,647 capitalized as of December 30, 2010 and December 31, 2009, respectively, are included in other current assets in the accompanying consolidated balance sheets with the remaining balances classified as non-current assets. These amounts are reported net of accumulated amortization of approximately \$3,151 and \$3,359 as of December 30, 2010 and December 31, 2009, respectively.

Property and Equipment

Property and equipment are stated at cost. Depreciation is provided on the straight-line method over the estimated useful lives of the assets (ranging from 3 to 10 years). The Company records impairment losses on property and equipment, when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. No impairment losses were recorded for property and equipment during the years ended December 30, 2010 and December 31, 2009.

Capitalized Software Development Costs

The Company capitalizes development costs related to the design and implementation of purchased and internally developed software with a useful life of more than one year. These costs are amortized using the straight-line method over the expected useful lives of the products (generally 5 years) and are included in computers and equipment in the consolidated balance sheets. The costs of computer software upgrades and maintenance are expensed as incurred. Software development costs of \$545 and \$507 were capitalized during the years ended December 30, 2010 and December 31, 2009, respectively.

Intangible Assets

Intangible assets consist of the excess of purchase prices over the fair values of net assets of businesses acquired (goodwill), amounts paid for customer contracts, non-compete agreements, and deferred financing costs. There is no goodwill amortization for financial statement purposes. Goodwill is amortized over 15 years for income tax purposes. Amounts allocated to customer contracts from acquired businesses are amortized on the straight-line method over 12 years, the estimated life of the contracts, for financial reporting purposes and over 15 years for income tax purposes. Amounts representing non-compete agreements are amortized on the straight-line method over the life of the agreements for financial reporting purposes and over 15 years for income tax purposes. Deferred financing costs are amortized over the lives of the respective borrowings.

The Company tested goodwill for impairment by comparing the fair values of the Company's reporting units to their carrying values as of December 30, 2010 and December 31, 2009, and determined that there was no goodwill impairment at either date. The components of intangible assets are as follows:

	2010	2009
<i>(in thousands)</i>		
Goodwill	\$ 152,411	\$ 137,799
Customer contracts	37,246	19,255
Non-compete agreements	202	-
Deferred financing costs	5,463	5,162
	<u>195,322</u>	<u>162,216</u>
Less:		
Accumulated amortization customer contracts	(7,649)	(5,644)
Accumulated amortization non-competes	-	-
Accumulated amortization deferred financing costs	(3,802)	(2,984)
	<u>(11,451)</u>	<u>(8,628)</u>
	<u>\$ 183,871</u>	<u>\$ 153,588</u>

Amortization expense related to customer contracts, non-compete agreements, and deferred financing costs was approximately \$2,824 and \$2,519 for the years ended December 30, 2010 and December 31, 2009, respectively. Estimated annual aggregate amortization expense for each of the next five years is as follows:

	Amount
<i>(in thousands)</i>	
2011	\$ 3,957
2012	3,684
2013	3,330
2014	3,140
2015	3,060

Fair Value of Financial Instruments

The guidance for fair value measurements establishes the authoritative definition for fair value, sets out a framework for measuring fair value and outlines the required disclosures regarding fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. The Company uses a three-tier fair value hierarchy based upon observable and non-observable inputs as follows:

- Level 1: Quoted market prices in active markets for identical assets or liabilities.

- Level 2: Inputs other than Level 1 that are either directly or indirectly observable.
- Level 3: Unobservable inputs developed using the Company's estimates and assumptions which reflect those that market participants would use.

The determination of where an asset or liability falls in the hierarchy requires significant judgment. The Company evaluates its hierarchy disclosures each reporting period and based on various factors, it is possible that an asset or liability may be classified differently from period to period. However, the Company expects that changes in classifications between different levels will be rare.

The Company's financial instruments measured at fair value consist of cash which is measured using level 1 inputs.

Stock-Based Compensation

The Company grants stock options for a fixed number of shares to key employees and non-employee directors. The Company accounts for stock-based compensation according to the provisions of ASC 718 – *Compensation – Stock Compensation*, which establishes accounting for stock-based awards exchanged for employee services. Accordingly, stock-based compensation cost is measured at grant date based on the fair value of the award, and is recognized as an expense on a straight-line basis over the employee's requisite service period.

Income Taxes

The Company accounts for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates applied to taxable income. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is provided for deferred tax assets when it is more likely than not that the asset will not be realized.

During 2009, the Company adopted new accounting guidance for income taxes. As a result of the new guidance, a tax position is recognized as a benefit only if it is "more likely than not" that the position would be sustained in an examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that has a greater than 50% likelihood of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax benefit is recorded. No adjustments were recognized for uncertain tax positions upon adoption or at December 30, 2010 and December 31, 2009. The Company recognizes interest and penalties related to tax positions in income tax expense. At December 30, 2010 and December 31, 2009, there was no accrual for uncertain tax positions or related interest.

2 Business Acquisitions

Day & Zimmermann, LLC

In September 2010, the Company acquired the membership interests of Day & Zimmermann, LLC ("D&Z") for cash consideration of \$42,850 and notes payable of \$2,000, due January 2, 2011, and \$6,000, due October 7, 2011. The notes bear interest at 3%. The \$2 million note payable is subject to adjustment based on the remaining unpaid balance of acquired accounts receivable, and the \$6 million note is subject to downward adjustment based on defined revenue.

In this acquisition, the Company acquired \$16,667 of accounts receivable, \$1,995 of fixed assets, and \$139 of lease deposits, net of \$705 in advanced billing credits and \$309 in accrued vacations. At December 30, 2010, \$14,500 has been allocated to goodwill and \$18,000 has been allocated to customer contracts.

Acufacts, Inc.

In June 2010, the Company acquired certain assets of Acufacts, Inc. ("Acufacts") for cash consideration of \$829 and a note payable totaling \$325. The note bears interest at 5%, is due April 15, 2011, and is subject to downward adjustment based on defined revenue.

In this acquisition, the Company acquired \$71 of fixed assets. At December 30, 2010, \$629 has been allocated to goodwill, \$270 has been allocated to customer contracts, and \$225 has been allocated to a non-compete agreement.

Yarbrough Corporation

In November 2009, the Company acquired certain assets of Yarbrough Corporation ("Yarbrough") for cash consideration of \$1,476 and a note payable totaling \$448. The note bore interest at 5% and was settled in December 2010 for \$170 due to a downward adjustment based on defined revenue.

In this acquisition, the Company acquired \$155 of fixed assets. At December 30, 2010, \$977 has been allocated to goodwill and \$522 has been allocated to customer contracts.

Vanguard Security

In May 2009, the Company acquired certain assets of Vanguard Security ("Vanguard") for cash consideration of \$3,555.

In this acquisition, the Company acquired \$25 of fixed assets. At December 30, 2010, \$2,304 has been allocated to goodwill and \$1,240 has been allocated to customer contracts.

Murdoch Security and Investigations, Inc.

In April 2009, the Company acquired certain assets of Murdoch Security and Investigations, Inc. ("Murdoch") for cash consideration of \$1,165 and a note payable totaling \$408. The note bore interest at 5% and was settled in November 2010 for \$- due to a downward adjustment based on defined revenue.

At December 30, 2010, \$731 has been allocated to goodwill and \$394 has been allocated to customer contracts.

The following is a summary of the changes in the carrying amount of goodwill for the years ended December 30, 2010 and December 31, 2009:

	2010	2009
<i>(in thousands)</i>		
Beginning balance	\$ 137,799	\$ 135,060
Acquisitions	16,129	4,530
Dispositions and adjustments	(517)	(1,791)
Ending balance	\$ 152,411	\$ 137,799

Goodwill amounts related to acquisitions are the result of expected synergies from combining operations of the acquired businesses into the Company's existing operations. For income tax purposes, these amounts are fully deductible and amortized over 15 years.

3 Lease Commitments

The Company leases office space and equipment from independent third parties under noncancellable operating lease agreements. As of December 30, 2010, the future minimum lease payments required under these noncancellable operating leases with terms in excess of one year are as follows:

	Amount
<i>(in thousands)</i>	
2011	\$ 3,675
2012	2,174
2013	1,259
2014	675
2015	266
Thereafter	21
	<u>\$ 8,070</u>

Rent expense was \$5,454 and \$5,724 for the years ended December 30, 2010 and December 31, 2009, respectively.

4 Notes Payable and Long-Term Debt

Notes payable and long-term debt is as follows:

	2010	2009
<i>(in thousands)</i>		
Borrowings under a Credit and Guaranty Agreement (Term B Loan) expiring on May 8, 2013, principal payable quarterly as a percentage until maturity, and interest payable from one to six months in arrears at either of two base rates, as defined in the Credit and Guaranty Agreement, plus a margin ranging from 2.5% to 3.75% depending on the base rate utilized. At December 30, 2010, the weighted average interest rate related to this debt category was 4.03%.	\$ 108,840	\$ 115,319
Borrowings under a Credit and Guaranty Agreement (Acquisition Term Loan) expiring on May 8, 2013, principal payable quarterly as a percentage until maturity, and interest from one to six months in arrears at either of two base rates, as defined in the Credit and Guaranty Agreement, plus a margin ranging from 2.5% to 3.75% depending on the base rate utilized. At December 30, 2010, the weighted average interest rate related to this debt category was 4.01%.	18,221	18,411
Borrowings under a Credit and Guaranty Agreement (Revolver) expiring on May 8, 2012, at which time principal is payable in full, and interest from one to six months in arrears at either of two base rates, as defined in the Credit and Guaranty Agreement, plus a margin ranging from 2.5% to 3.75% depending on the base rate utilized. At December 30, 2010, the weighted average interest rate related to this debt category was 4.02%.	8,000	5,000
Borrowings under a Credit and Guaranty Agreement (Second Lien Term Loan Note) expiring on May 8, 2014, principal payable at maturity, and interest from one to six months in arrears at either of two base rates, as defined in the Credit and Guaranty Agreement, plus a margin ranging from 5.75% to 6.75% depending on the base rate utilized. At December 30, 2010, the weighted average interest rate related to this debt category was 13%.	65,000	65,000
Notes payable originating from various acquisitions bearing interest ranging from 3% to 5%, principal and accrued interest due at various dates ranging from January 2, 2011 to October 7, 2011.	6,825	856
	206,886	204,586
Less: Current portion of long-term debt	8,126	2,211
Long-Term Debt	\$ 198,760	\$ 202,375

On May 8, 2006, the Company refinanced its debt and entered into a Credit and Guaranty Agreement (the "Agreement") with a syndicate of financial institutions which replaced the previous Senior Credit Facility and Subordinated Loan Agreement. The Agreement provides available financing up to \$270,000 consisting of a \$40,000 Revolving Commitment, a \$135,000 Term B Loan, a \$30,000 Acquisition Term Loan, and a \$65,000 Senior Subordinated Term Loan. The Revolving Commitment contains a Letter of Credit sublimit of \$30,000. The Company has letters of credit outstanding at December 30, 2010 in an amount of \$11,774. As of December 30, 2010, an aggregate principal of \$20,226 was available for additional borrowings under the Revolving Credit Facility. In conjunction with the transaction, financing costs of \$2,796 were paid by the majority shareholder, Wind Point Partners IV, L.P. This payment was treated as a capital contribution and the related deferred financing costs will be amortized over the seven year term of the refinanced debt.

In addition to interest paid on the outstanding balance, the Company pays a quarterly Letter of Credit fee of 3.00% per annum of the daily Letter of Credit balance, a quarterly unused Revolving Commitment fee of .5% per annum, and a quarterly fee of .5% to 1.0% per annum on the daily unused Acquisition Term Loan balance, as defined in the Credit and Guaranty Agreement. The Credit and Guaranty Agreement is secured principally by all existing and future assets of the Company. In addition, the holding company has pledged the shares it owns in its 100% owned subsidiary, U.S. Security Holdings, Inc.

The Credit and Guaranty Agreement contains numerous restrictive covenants, including, but not limited to, maintenance of certain financial ratios. The Credit and Guaranty Agreement also requires prepayments of the borrowings based on excess cash flow, as defined in the Credit and Guaranty Agreement, certain asset dispositions or the completion of an initial public offering. At December 30, 2010, the Company is in compliance with all restrictive covenants.

On September 3, 2010, the Credit and Guaranty Agreement was amended to reduce limitations on permitted acquisitions and increased maximum permitted seller notes while requiring increases in margins of 2.5% to 3.75% for the Term B, Acquisition, and Revolver loans and minimum unrestricted cash of \$5 million. Additionally, the required annual consolidated excess cash flow payment calculation was amended to allow an offset by cash paid in connection with permitted acquisitions.

The Company paid interest on its long-term debt obligations of approximately \$13,976 and \$14,861 for the years ended December 30, 2010 and December 31, 2009, respectively.

Aggregate maturities of notes payable and long-term debt as of December 30, 2010, are as follows:

	Amount
<i>(in thousands)</i>	
2011	\$ 8,126
2012	9,301
2013	124,459
2014	65,000
	<u>\$ 206,886</u>

5 Derivative Instruments

The Company's Term B loan bears a variable interest rate based on the three-month LIBOR. The Company utilized interest rate swaps to reduce its exposure to market risks from changes in interest rates. While these swaps were considered highly effective cash flow hedges of interest rate risk on variable rate debt, the Company has not met the documentation requirements of ASC 815 – *Derivatives and Hedging*, and, accordingly, the change in fair value of these instruments is recorded as a component of other income (loss).

The Company entered into an interest rate swap agreement to hedge the interest rate risk associated with \$70,000 outstanding of the Credit and Guaranty Agreement variable rate debt. The Company's interest rate swap agreements expired June 30, 2009.

The fair value of the Company's interest rate swap is obtained from the financial institution. These values represent the estimated amount the Company would receive or pay to terminate the agreement, taking into consideration the difference between the contract rate of interest and rates currently quoted for agreements of similar terms and maturities. During the year ended December 31, 2009, the change in fair value of the Company's interest rate swaps resulted in a realized gain of \$1,753.

6 Shareholders' Equity

Following is a summary of the share par values, shares authorized, issued and outstanding at December 30, 2010 and December 31, 2009:

	Preferred Stock	Common Stock		
		Class A	Class B	Class C
<i>(in thousands, except share and per share amounts)</i>				
Par value	1,000	0.01	0.01	0.01
Authorized shares	55,000	13,000,000	5,000,000	1,523,191
Issued and outstanding shares, December 31, 2009	3,659	8,610,563	1,242,365	1,222,350
Issued and outstanding shares, December 30, 2010	3,659	8,610,563	1,312,865	1,222,350

The non-voting preferred stock has a liquidation value of \$1,000 plus unpaid dividends (at 8% per year commencing December 25, 1999). Total liquidation value at December 30, 2010, for the remaining preferred stock is \$5,231. The Preferred Stock shareholders have the right to exit from their investments, at liquidation value, in the event of the sale of the Company.

Class A, Class B and Class C common stock allows for one vote per share owned. Executives holding such shares cannot dispose of their shares of Class C Common Stock prior to Wind Point Partners IV L.P. ("WPP") sale of its shares of Class A Common Stock and, if the Executives cease to be employed by the Company, their Class C Common Stock is subject to repurchase, first by the Company and then by WPP, at fair market value for vested shares.

WPP and the Company have executed a Professional Services Agreement under which the Company is obligated to pay WPP \$350, per year, as a minimum and \$550, per year, as a maximum depending upon the Company achieving certain levels of pro forma EBITDA for specified consulting services to be rendered by WPP to the Company. This agreement continues until WPP ceases to own certain shares of the Company. The Company paid WPP \$550 and \$550 for the years ended December 30, 2010 and December 31, 2009, respectively, relating to this agreement.

During 2010, 70,500 shares of Class B Common Stock were issued in conjunction with exercises of Stock Option.

7 Stock Options

Effective January 31, 2000, the Company adopted a stock option plan (the "2000 Plan") which provided for the granting of options covering up to 541,300 shares of Class B Common Stock. Options granted under the 2000 Plan will become exercisable over a five-year period and expire 10 years after the grant date. Shares granted as a result of exercising options may be purchased by the Company and cancelled. No options could be granted by the Company after January 31, 2010.

Effective December 15, 2010, the Company adopted a stock option plan (the "2010 Plan") which provides for the granting of options covering up to 2,000,000 shares of Class B Common Stock. Options granted under the 2010 Plan will become exercisable over a five-year period and expire 10 years after the grant date. Shares granted as a result of exercising options may be purchased by the Company and cancelled.

Following is a summary of option activity under these Plans:

	Number of Shares	Weighted Average Exercise Price
<i>(in thousands, except share and per share amounts)</i>		
Outstanding at December 25, 2008	413,750	8.72
Granted	66,000	24.67
Exercised	(3,750)	14.14
Cancelled	(5,250)	15.30
Outstanding at December 31, 2009	470,750	10.87
Granted	56,750	24.35
Exercised	(71,500)	0.42
Cancelled	(20,000)	9.93
Outstanding at December 31, 2010	436,000	14.35
Available for grant at December 31, 2010	1,943,250	

The weighted average remaining contractual life of options outstanding at December 30, 2010, was approximately 6.7 years. At December 30, 2010 and December 31, 2009, 247,400 and 269,650 of the options were exercisable, respectively, with weighted average exercise prices of \$9.55 and \$5.67. Associated pre-tax compensation expense of \$367 and \$257 has been recorded in the years ending December 30, 2010 and December 31, 2009, respectively. During fiscal year 2009, option exercises resulted in a net cash outflow of \$117 to settle equity instruments granted under share-based payment arrangements.

The weighted average fair value of the options granted during 2010 and 2009 was \$9.58 and \$8.19, respectively. The fair values were estimated using the Black Scholes options-pricing model with the following weighted average assumptions:

For fiscal year	2010	2009
Risk-free interest rate	2.43%	2.43%
Expected dividend yield	-	-
Expected volatility	31.62%	34.06%
Expected lives of options	7.39 years	4.78 years
Forfeiture rate	-	-

The Company accounts for compensation related to stock options in accordance with the provisions of ASC 718 – *Compensation – Stock Compensation*, which establishes the accounting for stock-based awards exchanged for employee services. Accordingly, stock-based compensation is measured at grant date based on the fair value of the award and is recognized on a straight-line basis over the employee's requisite service period. As of December 30, 2010, there was \$1,376 of total unrecognized compensation cost related to non-vested share-based compensation arrangements granted under the 2000 and 2010 Stock Option Plans. This cost is expected to be recognized over a weighted average period of 2.6 years.

8 Income Taxes

The provision for income tax expense from continuing operations consists of the following at December 30, 2010 and December 31, 2009:

	2010	2009
<i>(in thousands)</i>		
Current federal	\$ 8,656	\$ 8,097
Current state	2,426	2,188
Deferred federal and state	5,447	4,237
Total income taxes	\$ 16,529	\$ 14,522

For the years ended December 30, 2010 and December 31, 2009, such amounts differ from the amounts computed by applying the U.S. Federal income tax rate of 35% to pretax income as a result of the following:

	2010	2009
<i>(in thousands)</i>		
Tax expense at statutory rate	\$ 14,228	\$ 11,417
Increase (decrease) in income taxes resulting from:		
Meals and entertainment expenses	124	108
State income taxes, net of federal benefit	2,267	2,008
Provision to return	-	570
Other	(90)	419
	\$ 16,529	\$ 14,522

The tax effects of the types of temporary differences which give rise to deferred income tax assets (liabilities) at December 30, 2010 and December 31, 2009, are as follows:

	2010	2009
<i>(in thousands)</i>		
Worker's compensation, general liability and group insurance reserves	\$ 1,148	\$ 1,176
Vacation accrual	636	521
Deferred compensation	2,034	1,801
Accounts receivable allowance	855	914
Legal fees	204	165
Litigation accrual	484	587
Amortization of non-competes	362	405
Amortization of acquired customer lists	833	371
Other deferred assets	509	218
Gross deferred income tax assets	7,065	6,158
Goodwill amortization	(32,192)	(28,408)
Amortization of deferred uniform expense	(1,589)	(1,428)
Depreciation	(2,409)	-
Gross deferred income tax liabilities	(36,190)	(29,836)
Net deferred income tax liability	\$ (29,125)	\$ (23,678)

Deferred taxes are reflected in the accompanying consolidated balance sheets as follows:

	2010	2009
<i>(in thousands)</i>		
Current deferred tax assets	\$ 3,534	\$ 3,364
Noncurrent deferred tax liabilities	(32,659)	(27,042)
	<u>\$ (29,125)</u>	<u>\$ (23,678)</u>

Income taxes paid during the years ended December 30, 2010 and December 31, 2009 net of refunds, approximated \$12,100 and \$10,771, respectively.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers projections of future taxable income, tax planning strategies and the reversal of temporary differences in making this assessment. It is management's belief that no such valuation allowance is necessary as of December 30, 2010 and December 31, 2009.

The Company takes certain non-income tax positions in the various jurisdictions in which it operates and believes its positions are supportable, a liability is not probable, and that it will ultimately prevail if these positions are challenged. However, significant judgment is required in determining the ultimate outcome of these matters. In the normal course of business, the Company's positions and conclusions related to its non-income taxes could be challenged and assessments may be made. To the extent new information is obtained and views on its positions, probable outcomes of assessments, or litigation changes, then changes in estimates to the Company's accrued liabilities would be recorded in the period in which the determination is made. The tax years 2006 – 2009 remain open to federal examination and to other taxing jurisdictions to which we are subject.

9 Capital Leases

The Company leases vehicles under terms that require capitalization. For the years ended December 30, 2010 and December 31, 2009 the gross amount of vehicles recorded under capital leases totaled \$13,976 and \$11,802, respectively, and accumulated depreciation of these leases totaled \$8,075 and \$6,182, respectively. Aggregate maturities of the capital leases as of December 30, 2010, are as follows:

	Amount
<i>(in thousands)</i>	
2011	\$ 3,060
2012	1,921
2013	724
2014	3
	5,708
Less - Amount representing interest	(440)
Less - Current portion	(2,761)
Long-term capital lease obligation	\$ 2,507

10 Employee Benefits

During 2002, the Company implemented a 401(k) savings plan providing retirement benefits to all qualified employees at least 18 years of age. The Plan has two primary categories of employees: administrative/management employees and other hourly employees. Employees can defer up to 100% of their compensation (up to the statutory limit). Employer matching contributions are up to 2% of the employee's elective deferral for administrative/management employees. There is no employer contribution for other hourly employees. The Company's total contribution to this plan was \$273 and \$304 for 2010 and 2009, respectively.

11 Related-Party Transactions

As of December 30, 2010 and December 31, 2009, other accrued expenses include payables of \$138 and \$138 respectively, associated with management fees that are due to a beneficial shareholder for providing consulting and management services to the Company. Management fees totaling \$550 and \$550 for 2010 and 2009, respectively, are included in corporate general and administrative expenses in the accompanying financial statements.

12 Discontinued Operations

During 2008, the Company decided to sell the assets and business of its building maintenance division, Outsource Partners, Inc., as part of a strategic plan to focus on the Company's core competency (security services). On April 1, 2008, the Company completed the sale of the division for cash proceeds of \$5,250 and a note for \$2,250. The note was subject to downward adjustment based on defined revenue. The first increment of \$1,125 matured May 1, 2009 and was settled for \$294 due to the downward revenue adjustment. The final \$1,125 increment matured on May 1, 2010 and was paid in full. Assets sold consisted of primarily property and equipment and other assets.

The Company recognized a loss \$922 on the sale of the net assets and business of the division for the year ended December 31, 2009. This amount is reported in the consolidated statement of earnings apart from income from continuing operations as follows:

	<u>2009</u>
<i>(in thousands)</i>	
Loss on disposal	\$ (922)
Loss from discontinued operations, gross	(922)
Tax expense	369
Loss from discontinued operations, net of tax	\$ (553)

13 Commitments and Contingencies

The Company has entered into various employment and management agreements with certain key employees, which include, among other terms, non-compete provisions and compensation and benefit provisions. The terms of the employment agreements range from one to three years.

The Company is, in the routine operation of its business, subject to litigation, claims, assessments and various other legal matters. In the opinion of management, none of these matters are expected to result in a settlement or judgment having a material adverse effect on the Company's financial position or results of operations.



U.S. SECURITY ASSOCIATES[®]

U.S. Security Associates, Inc.

Litigation Statement 2012

U.S. Security Associates is one of the largest contract security guard companies in the United States. From time to time, the Company is involved in tort, employment, or general business litigation, as is any company its size. Most such litigation is covered by general liability insurance. The Company is not currently involved in any litigation that threatens the Company's financial position. The Company is, from time-to-time, audited by state security guard industry regulators. Otherwise, with the exception of employment discrimination charges filed by employees or former employees and OFCCP audits arising out of the Company's status as a government contractor or subcontractor, the Company is not the subject of either state or Federal governmental investigation into its business practices. The rate of litigation and investigations arising out of the Company's general business operations and employment practices is low.

(C)

Litigation and Criminal Convictions

The Bidder must provide a summary of all civil litigation the company has been directly or indirectly involved in from November 5, 1997 to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers Compensation claims and/or employment related issues need not be reported.

The Bidder must also provide a summary of all criminal convictions and current indictments of the company and/or its officers from November 5, 1992 to the present. The Pre-Qualification Committee may disqualify a Bidder with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, Bidders must submit completed Forms C1 and C2 and should provide any supporting documentation the Bidder believes is appropriate to clarify and support the information provided on Forms C1 and C2.

C-1
Civil Litigation

Please provide a summary of any and all civil litigation your firm has been involved with since November 1992. Include any and all litigation with Government Entities, customers, and suppliers. Copy this page and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

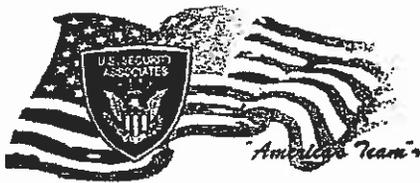
Please provide a summary of any and all criminal litigation your firm has been involved with since November 1992. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:



U.S. SECURITY ASSOCIATES®

U.S. Security Associates, Inc.

Charles R. Schneider, President and CEO
Kenneth W. Oringer, Executive Vice President
Michael Geisler, Vice President and CFO
Paul Lutz, Vice President and General Counsel
Mark L. Reed, Controller
Jon Dimalanta, Director Administration

Incorporated in Delaware 11/10/93

U.S. Security Associates, Inc. provides security guard services nationally to industry/manufacturing, healthcare facilities, government, office buildings/complexes, and others.

Credit Information:

Wells Fargo
Balance Confirmation Services
P.O. Box 40028
Roanoke, VA 24022
(540) 563-7323 phone
(704) 427-2471 fax
Account #2080000690124

Duns #82-561-6097

Federal ID #22-3262806

Trade References:

Quartermaster, Inc.
17600 Fabrica Way
Cerritos, CA 90703
Attn: Mary Sanchez, Acct. Mgr.
Telephone: (562) 304-7312
Fax: (562) 304-7337

Comdata Corporation
P.O. Box 100647
Atlanta, GA 30384-0647
Attn: Dave Disque Telephone:
(239) 947-3060

Lion Apparel 6450 Poe Avenue
Dayton, OH 45414 Attn: Kym
Stanuszek Telephone: (937) 415-
2929

Staples, Inc.
500 Staples Dr.
Farmington, MA 01702
Attn: Valerie Strunk
Telephone: (800) 699-5812, ext. 3401:

Mark L. Reed
Controller July
11,2011

(C)

Litigation and Criminal Convictions

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**C-1
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Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

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Outcome/projected outcome:
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Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

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Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

"Fantastic organization. U.S. Security Associates has proven they are everything they claim to be, and then some. I look forward to a long relationship."

Mark Saragain
Site Security Supervisor
Atmel Corporation
Colorado Springs, Colorado



"I have been in this business for 15 years, and this is hands-down the best service I have ever received."

Scott Jones
Loss Prevention Manager
Staples, Inc.
London, Ohio



"I think you have the most effective team in the business ... You folks have done a wonderful job in building a world-class team!"

Jim Cartier
Chief of Security
Advanced Micro Devices
Austin, Texas



"I have and will in the future recommend U.S. Security Associates when a company is looking to have the very best that this industry has to offer."

Kerry Dabbs
Security Director
Sematech
Austin, Texas



REQUIREMENTS, QUALIFICATIONS &
BID SUBMITTAL DOCUMENTS
FOR

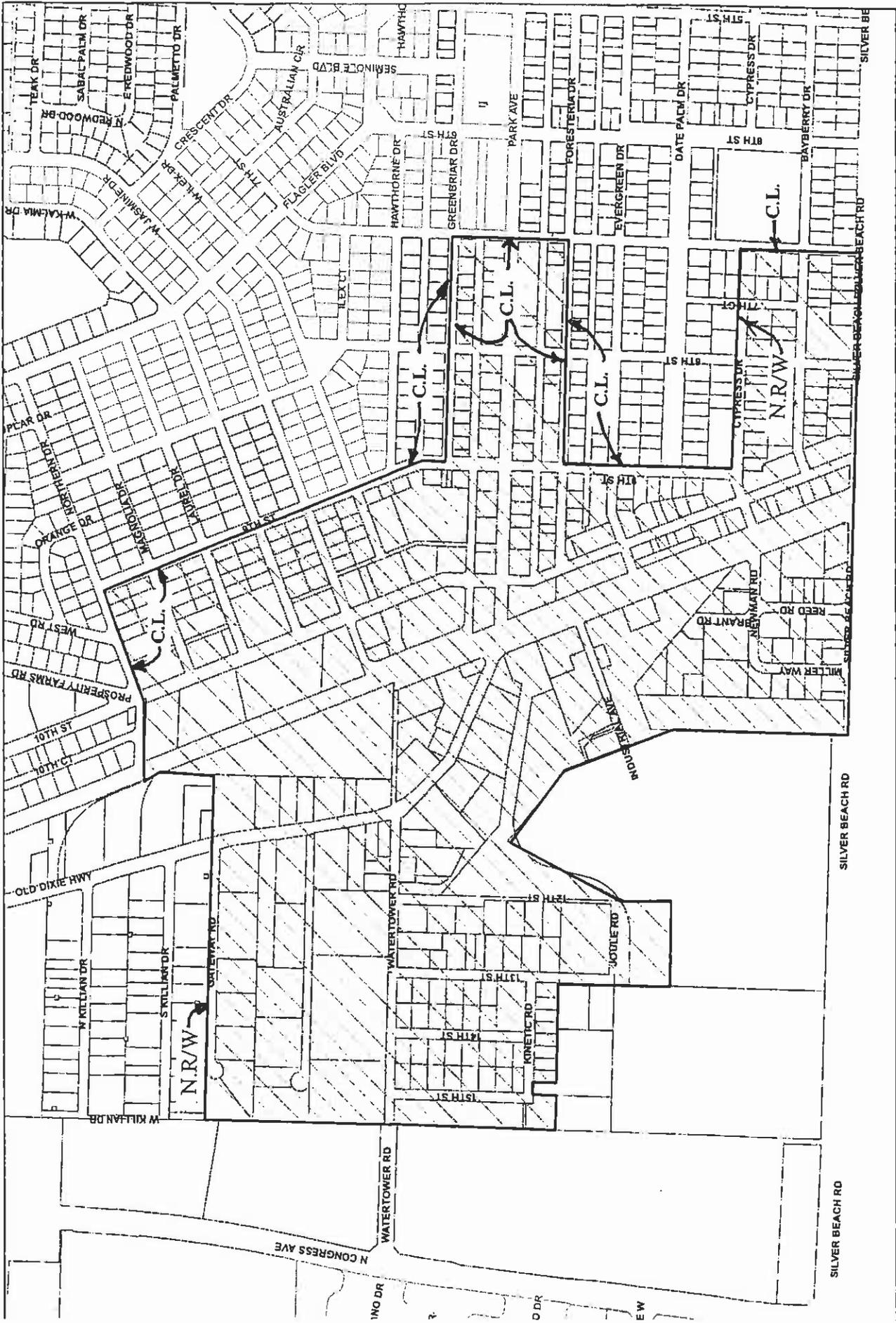
COMMUNITY REDEVELOPMENT AGENCY
SECURITY OFFICER PATROL SERVICES (UNARMED)

Bid # 01-12

Bid Due: 11:00 a.m. August 23, 2012
Office of the Town Clerk
535 Park Avenue
Lake Park, Fl. 33403

LAKE PARK COMMUNITY REDEVELOPMENT AGENCY
535 PARK AVENUE
LAKE PARK FLORIDA 33403

TOWN CLERKS OFFICE
(561) 881-3311



Patrick Sullivan, AICP - Director
 Community Development Department
 Town of Lake Park
 535 Park Ave Lake Park FL 33403
 561-861-3319 561-861-3323 (fax)
 psullivan@lakapark.fl.us

Lake Park CRA Parcels



Security Officer Patrol Services for
LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

Bid # 01-12

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GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF LAKE PARK OR LAKE PARK CRA. THE TOWN OR LAKE PARK CRA MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER'S ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: LAKE PARK COMMUNITY REDEVELOPMENT AGENCY SECURITY OFFICER PATROL SERVICES (UNARMED)

BID NO.: 01-12

BIDS WILL BE OPENED 11:00 a.m. August 23, 2012 and may not be withdrawn during the 90 calendar days following such date and time.

CRA AGENT:
Richard Pittman 561-881-3347

BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 13 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

PHONE NO: (____) _____

FEDERAL ID NUMBER: _____

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 CRA shall mean the Lake Park Community Redevelopment Agency. The CRA is an independent local government agency within the Town of Lake Park. The functions of the CRA are funded by Tax Increment Dollars collected within the CRA district. The security officer patrol services are funded by the Lake Park CRA. The contract will be executed thru the Lake Park CRA.

1.2 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CRA, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CRA (on the basis of CRA evaluation as hereinafter provided) makes an award.

1.3 The term "TOWN" refers to the TOWN OF LAKE PARK, a municipal corporation of the State of Florida. The TOWN does provide services to the CRA.

1.4 The term "Bid Documents" includes the Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CRA does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CRA, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the CRA or TOWN, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CRA or TOWN, or who is deemed responsible or unreliable by the CRA or TOWN.

3.2 As part of the Bid evaluation process, CRA or TOWN may conduct a background investigation including a record check by the Palm Beach Sheriff's Office. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. The CRA shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify TOWN'S Clerk of all conflicts, errors and discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder, that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by

the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CRA. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, the CRA and TOWN prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Town Clerk, to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the CRA or TOWN in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by CRA or TOWN as having received the Bid documents. The issuance of a written addendum by the CRA or TOWN shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CRA or TOWN shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CRA or TOWN.

7.5 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the TOWN OF LAKE PARK.

8. OCCUPATIONAL HEALTH & SAFETY (N.A.)

9. SUBMISSION OF BIDS

9.1 Bids shall be submitted at or before the time and at the place indicated in the REQUEST FOR QUOTE and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR SECURITY OFFICER PATROL SERVICES (UNARMED), LAKE PARK CRA, QUOTE # 01-12 OPEN 11:00 a.m. August 23, 2012 and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the CRA or TOWN for the premature opening of a Bid not properly addressed and identified.

9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the responses to Request for Quote #01-12 are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All Bids received from Bidders in response to the Request for Quote #01-12 will become the property of the CRA and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CRA.

9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10. BID FORMS

10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all requested information must be provided.

10.2 The Bid must be signed by a representative of the bidder duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

10.3 Bids by corporations must be submitted in the full corporate name of the bidder and executed in the corporate name by the President or other corporate officers accompanied by

evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name of the bidder and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 Copies of Bidder's State of Florida Licenses and Certificate of Incorporation, or if a foreign corporation a copy of documentation showing registration as a foreign corporation authorized to do business in the State of Florida.

10.6 A current Certificate of Status issued by the State of Florida showing that the Bidder is a legal for-profit business entity (e.g., corporation, partnership, limited liability company, etc.) duly registered to do business in the State of Florida at the time of submittal of the bid.

10.7 A Statement of Qualifications, to include copies of current resume of all business principals as well as management and supervisory staff of the Bidder, copies of all current professional and business licenses, current certifications of insurance coverage, three (3) letters of professional references, and a list and description of similar projects that were satisfactorily completed by Bidder within the past five (5) years (for each project list the name and telephone of a representative for whom the project was undertaken and who can verify Bidder's performance). Bidder shall also provide any other information deemed pertinent by the Bidder relating to its particular qualifications to perform the Project work. Bidder shall also show its capability to meet the time and budget requirements of the CRA taking into consideration and including the current and projected workload of the Bidder.

10.8 Organizational charts, to include a staffing plan which identifies key personnel to be assigned to the Project, including the length of tenure of such personnel with the Bidder.

10.9 No proposal shall be accepted from, nor will any contract be awarded to, any person or entity who is in arrears to the Town or CRA upon any debt or contract or who is a defaulter as a surety or otherwise upon any obligation to the Town or CRA.

10.10 Statement regarding recent, current and anticipated future workload of the Bidder, including an assessment of the effect of same upon Project work.

10.11 Physical address of Bidder's principal business office and any and all satellite offices.

11 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the CRA and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CRA by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

12.1 CRA reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

12.2 CRA reserves the right to reject the Bid of any Bidder if CRA believes that it would not be in the best interest of CRA to make an award to that Bidder.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

14.1 All Bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but TOWN may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CRA, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

15.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by the CRA indicates to CRA that the award will be in the best interests of the CRA and not necessarily to the lowest Bidder.

15.2 Criteria utilized by CRA for determining the most responsible and responsive Bidder includes, but is not limited to the following: (a) Ability of Bidder to meet published specifications. (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder. (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required. (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference. (e)

Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the commodities or services. (f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the CRA Board. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be awarded to the next lowest Bidder who is responsible and responsive in the opinion of the CRA.

16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The CRA or TOWN reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 ORDERING: The CRA reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a shorter period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CRA reserves the right to obtain such delivery from others without penalty or prejudice to the Town or to the Bidder.

16.3 CONTRACT PERIOD: The initial Contract period shall start on a mutually agreed date on or prior to October 1, 2012 and shall terminate one (1) year from that date. The CRA may renew this Contract for two (2) one (1) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the CRA. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CRA and TOWN as determined by the CRA Executive Director or TOWN Manager. The successful Bidder shall be required to provide proper proof of insurance to the CRA prior to award. No award will be recommended until a written determination is made by CRA that the proof of insurance submitted by the Bidder is acceptable from a risk management perspective. Further modification of the requirements may be made at the sole discretion of the CRA or TOWN if circumstances warrant.

18. TAXES

18.1 The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

19. AUDIT RIGHTS

19.1 The CRA or TOWN reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the TOWN. If required by the CRA or TOWN, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CRA or TOWN. The successful Bidder shall allow the TOWN to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CRA or TOWN or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the CRA or TOWN who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and must include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit these documents may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which must be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder's Certification
 - Certificate(s) of Insurance
 - State of Florida License - Copy
- (b) Bid Form
 - Signed
 - Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (c) References
- (d) Drug Free Workplace Certification
- (e) Anti-kickback Affidavit
- (f) Non-Collusive Affidavit
- (g) Certification of Non-Segregated Facilities, if required by the Special Conditions
- (h) Sworn Statement on Public Entity Crimes
- (i) Experience Form(s)
- (j) Proof of Financial Stability
 - Statement of Financial Stability
 - Most Recent Audited Financial Statements
 - Financial Letter(s) of Reference
- (k) Civil Litigation Form
- (l) Criminal Litigation Form
- (m) Bid Security, if required by the Special Conditions

23. DRUG FREE WORKPLACE PROGRAMS

Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Town for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

STANDARD TERMS AND CONDITIONS

DEFINITION OF TERMS

Addenda - Written and graphic documents issued prior to the receipt of Bids to modify or interpret the Bid Documents.

Bid Documents - Include the "General Information and Instructions for Bidders", "Standard Terms and Conditions", "Bid Forms", "Drug Free Workplace", "Agreement", "Specifications", and any Addenda issued prior to receipt of Bids.

Bidder – A contractor or vendor who responds to this bid search.

Change Order – When a Purchase Order serves as a contract defining the terms and conditions of the procurement of a service, a Change Order shall be considered a request for revision in one or more of the criterion of the Purchase Order. When a signed Contract serves to define the terms and conditions for the procurement of a service, a Change Order shall be considered a written order to the Contractor signed by the Town, after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time.

Contract – The entire and integrated agreement between the Contractor and the Town, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

Contractor - Any person having a Contract with the CRA or TOWN.

Lump Sum Bid Price - The amount stated on the "Bid Forms" for which the Bidder offers to provide a service as described in the Bidding Documents.

Specification – The written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

Unit Price Bid - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the Bidding Documents.

Work – Construction and services required by the Contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

CONTRACTUAL AGREEMENT

The Invitation to Bid shall be included and incorporated in the final Contract. The order of Contract precedence will be the Contract (purchase order), Bid document and response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

COOPERATIVE PURCHASING AGREEMENT: N.A.

FAMILIARITY WITH LAWS

The Contractor is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Contract. The failure to be familiar with applicable laws will in no way relieve the Contractor from responsibility.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform Work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Vendors doing business with the Town are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

PERFORMANCE

Successful Bidder will be responsible for advising Town staff of any delay in scheduled service.

The Town reserves the right to utilize outside services when necessary from other sources should the successful Bidder be unable to supply services on a timely basis.

Contractor warrants to the 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.

EEO STATEMENT

The Town is committed to assuring equal opportunity in the award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

LICENSES AND PERMITS AND CERTIFICATION

It shall be the responsibility of the Contractor to obtain, at no additional cost to the Town, any and all licenses and permits required to complete this Contractual service.

Bidder must hold all applicable licenses issued by the State of Florida and/or Palm Beach County.

A Business Tax Receipt or Business Registration Receipt, obtained from the Town of Lake Park, shall be required of the following:

- (a) Any person maintaining a permanent business location or branch office within the Town of Lake Park.
- (b) Or, any company doing work within the municipal boundaries of the Town of Lake Park.

Applications and fee schedules may be obtained from the Town of Lake Park, Community Development Office, and 535 Park Avenue, Lake Park, Florida 33403. Call the Community Development Department at 561-881-3318 for assistance and additional information.

A copy of these licenses and registration shall be submitted with the Bid and must be in the name of the Bidder shown on the Bid submittal. The Lake Park Business Tax Receipt or Business Registration Receipt may be obtained after bid submittal upon award of bid.

SUBCONTRACTING/SUBCONTRACTOR LIST

Bidder shall submit a list of the names of the subcontractors and major material suppliers proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Schedule of Subcontractor/Material Supplier Participation" included in this Bid document. The Town reserves the right to accept or reject any or all Bids wherein a subcontractor is named and to make the award to the Bidder who, in the opinion of the CRA, will be in the best interest of and/or most advantageous to the CRA.

Prior to award of Contract, the Town will notify the Bidder in writing if there is an objection to any person or entity listed. Upon such reasonable objection, the Bidder shall propose an acceptable substitute person or entity without an increase in the Bid price. If the Bidder declines to make any substitution, the Contract shall not be awarded to such Bidder. This shall not constitute grounds for the Bidders sacrifice of his Bid Security.

No Bidder shall be required to employ any Subcontractor or major material supplier against whom he has reasonable objection.

NON-APPROPRIATIONS

The obligations of the CRA to make a Bid award and sign an agreement under the terms of this "Request for Quote" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all Bids.

TRADE, BRAND NAMES

The Town may require specific brand/manufacture items on a "NO SUBSTITUTE" basis because operational conditions of the Town have found these items, by usage and experience to be the most durable, suitable, and acceptable.

FEDERAL AND STATE TAX

The CRA and Town are exempt from Federal and State Taxes for tangible personal property. The Finance Director will sign an exemption certificate submitted by the Contractor. Vendors or contractors doing business with the CRA or Town shall generally not be authorized to use the Town's Tax Exemption Number in securing such materials, unless otherwise agreed to by the Town in writing.

PAYMENT

All invoices should make reference to the purchase order number authorizing the service. All services are subject to inspection. Services that do not meet Specifications will be rejected. A properly completed invoice must be submitted containing at a minimum:

- (a) Purchase Order Number and/or Contract Number.
- (b) Bidder or Contractor's Name.
- (c) Bidder or Contractor's Taxpayer Identification Number.
- (d) Itemization of Services invoiced at the prices stipulated at the time the order was placed.
- (e) Any discounts or deductions, as applicable.

After submission of a properly completed invoice, payment will only be made after acceptance of all services invoiced. For large contracts requiring periodic services and involving sizable amounts of money, separate invoices may be submitted for each contracted service if arrangements are made at the time of initial Contract or purchase order.

All properly completed and addressed invoices will be paid generally within 30 days from receipt of invoice for services accepted and received. No interest penalty, other than required by law, shall be applicable unless accepted in writing prior to purchase by the Town.

The Contractor's "BID" shall serve as a Schedule of Values fixing a "UNIT BID PRICE" to various portions of the work. Payment, based on the Schedule of Values, shall be withheld for any portion of the work, which has been scheduled but not completed and accepted.

ACCEPTANCE

Delivery of service to the Town does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the service meets Contract Specifications and conditions. Should the delivered service differ in any respect from Specifications, payment will be withheld until such time as the Contractor takes necessary corrective action.

TRANSFER PROHIBITED

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Town .

CHANGE ORDERS

All Change Orders, additions to, or deletions from the Specifications shall only be by written order. The Contractor shall not change, alter, or delete in any manner, from the Specifications without prior approval by the Town.

CANCELLATION

The Town may terminate this Contract for default if the Contractor has been found to have failed to provide the service in a "manner satisfactory". A "manner satisfactory" includes, but is not limited to: Failure to supply exact services specified within the required service periods, providing sub-standard services, and/or the inability to maintain Bid prices for the term of the Contract. The CRA may further terminate this Contract if the Contractor fails to comply with any other provisions of the Contract. In such cases, the Contract shall be terminated in the following manner: The Contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected, the Contractor shall be found in default and the Contract shall be subject to immediate cancellation. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract Price for service provided and accepted in accordance with the Specifications, terms and conditions set forth in the Contract.

The CRA may terminate this Contract when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period. The Contractor shall be entitled to reimbursement for the reasonable value of any non-recurring cost incurred but not advertised in the price of the service delivered under the Contract or otherwise recoverable.

In the event that the successful Bidder violates any of the provisions of the Contract, the CRA may serve written notice upon such Bidder of its intention to terminate the Contract. The liability of the Bidder for any and all such violation(s) shall not be affected by any such termination and his surety, if any shall be forfeited.

CONTRACT TIME

The Agreement shall be for a term of one (1) year from date of award, unless extended by the CRA in writing.

The Contract may be renewed for only two (2) additional terms of one (1) year. Contract renewal shall only be exercised upon mutual written agreement with all original terms, conditions and prices adhered to with no deviations.

LITIGATION

The Contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the Contract shall be exclusively in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

SPECIAL CONDITIONS AND SPECIFICATIONS

Any and all special conditions and Specifications attached hereto, which vary from these general conditions, shall have precedence.

SELECTION PROCESS

Bids received by submittal deadline will be reviewed by the Town Clerk's Office to determine if each Bidder has submitted the required information and met all mandatory requirements. Those Bid(s) found to be non-responsive shall be rejected from further consideration.

PRE-COMMENCEMENT MEETING

A pre-commencement meeting shall be held prior to the start of this contract. The Contractor shall offer the plan for providing optimum security coverage for Park Avenue and adjacent areas. The scope of responsibility and authority of the guard shall be reviewed. The incident reporting system shall be determined. The Contractor shall immediately notify the Town of Lake Park of any deviation from the agreed upon security plan.

PREPARATION EXPENSE

Neither the Town nor its representatives will be liable for any expenses incurred in connection with the preparation of any Bid.

PRICE

All Bids must be submitted on the attached "Bid Submittal" pages. Please note price per each area as specified. Prices shall remain firm for the Contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold the price firm through the entire Contract term shall be grounds for Contract termination.

The CRA reserves the right to purchase on the open market should lower market prices prevail, at which time the successful Bidder shall have the option of meeting the lower price or relieving the CRA of any obligation previously understood.

INDEMNIFICATION

The bid documents identifies that \$100.00 of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the CRA and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder

or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the CRA or Town or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

INSURANCE REQUIRED

Contractor shall provide, pay for, and maintain in force at all times during the contract and any extensions thereof, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability, as will assure to the CRA or TOWN the protection contained in the foregoing indemnification and save harmless clauses undertaken by Contractor. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the foregoing indemnification and save harmless clauses by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect CRA and Town of Lake Park by naming CRA and Town of Lake Park as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Aggregate Disease, and One Hundred Thousand Dollars (\$100,000.00) Disease Each Employee.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit for Personal Injury Liability, Bodily Injury Liability and Property Damage Liability and a minimum limit of Two Million Dollars (\$2,000,000.00) policy aggregate. The policy shall not contain exclusions for explosion, collapse, or underground (X, C, U) hazards. All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the Town of Lake Park is named as an additional insured on such policies. Coverage shall include:

- (a) Premises/Operations Liability on an occurrence basis.
- (b) Independent contractors.
- (c) Product and Completed Operations Liability on an occurrence basis.
- (d) Broad Form Property Damage
- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- (f) Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles

Non-owned and hired vehicles

Notice of Cancellation, Expiration and/or Restriction: The policies must be endorsed to provide the CRA and Town of Lake Park with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

Contractor shall furnish to the Town Clerk, Certificate(s) of Insurance evidencing the insurance coverage's within ten (10) business days following notice of award. Such certificate(s) shall reference this agreement. The certificate holder shall be the Lake Park CRA to the attention of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. The CRA reserves the right to require a certified copy of such policies upon request. All certificates shall state that the CRA and Town of Lake Park shall be given thirty (30) days prior written notice of cancellation and/or expiration.

The official title of the Owner is "Lake Park CRA". This official title shall be used in all insurance, or other legal documentation. Lake Park CRA is to be included as "Additional Named Insured" with respect to liability arising out of operations performed for the Lake Park CRA by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

SPECIFICATIONS FOR Security Officer Patrol Services

GENERAL

The Town will appoint a representative to establish scheduling and determine if the services are being performed in accordance with the Contract requirements. The Town's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or if a fine/penalty is to be imposed.

During the contract period, the Contractor will abide by the following procedures:

- (a) Contractor shall appoint a representative to serve as liaison between Contractor and the Town's representative.
- (b) Contractor shall present to the Town's representative, two (2) weeks prior to beginning of a work week the names of personnel assigned to do the work for approval.
- (c) The Town's representative shall be notified by the Contractor each time there is to be a personnel change.
- (d) Contractor shall patrol and utilize the "night watchman system" as provided and directed by the Town's representative.
- (e) Contractor shall provide the Town's representative with a legible logical log of daily activities and incident reports after completion of each shift. All logs and incident reports shall be written or typed in standard English and shall be completely legible.
- (f) Contractor shall provide all supervision, labor, tools, vehicles, and equipment to complete all services

1. Overview

The Lake Park CRA desires to provide security officer patrol services in the general area of Park Avenue, 7th to 10th Street and miscellaneous areas within the CRA. The patrol officer is encouraged to park/walk/talk to business owners to enhance their comfort level. Business owners would like presence, quick response and responsive link to the Palm Beach County Sheriff. The patrol officer is to be highly visible in public spaces.

2. Contractor Requirements

Provide all management, supervision, labor, materials, vehicles and equipment necessary to provide site security services as described herein for the CRA district including, but not limited to, the following tasks and duties:

a. Licensure

Contractor and all agents and employees must be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing as required by Florida Statute Chapter 493. Contractor shall provide all application information on new

hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

b. Security

- Contractor shall provide one (1) on-site, uniformed security patrol person on Park Avenue, the general area of Park Avenue and miscellaneous areas within the CRA. The services will generally be required between 5:00 p.m. and midnight varying night to night. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the Contract.
- Services may also occasionally be requested for special events. The Town's representative shall make notification of any non-scheduled work assignments to the Contractor at least (48) forty hours before the start of such assignment.

c. Safety/Training

- The Contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR, portable deliberator operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated enforcement personnel arrives on site. Each incident will be fully documented in writing by the Contractor and reviewed on a case by case basis by the Town.
- The Contractor will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.)

d. Emergencies

The Contractor shall instruct its employees to call the appropriate Town/County/State emergency personnel, and/or designated Lake Park personnel for unusual situations such as trespassing, vandalism, burglary and invasion, loitering, criminal mischief, intruders, fire, disturbance in public places, etc.

e. Uniforms/Equipment

The Contractor shall provide the following items for security service:

- Complete uniforms for personnel that present a professional image. The uniforms will be of consistent color, appearance and in good condition. The uniform will be only worn when the security officer is on official duty or in transit between residence and the job site.
- Dedicated cell phone shall be provided to security officers by the Contractor.
- Golf cart dedicated for security services within the CRA. Golf cart will be stored at the Town of Lake Park Public Works yard at 650 Old Dixie Highway. All maintenance on the golf cart will be the responsibility of the Contractor. Contractor shall indemnify the CRA

and Town against damage or theft of the golf cart. The Town will provide electricity for charging or gasoline for a gas operated golf cart. A gas operated gas cart is preferred.

- The Town will provide the security officer access to a time clock for clocking in and out of on-duty hours and use of a restroom and ice. The hours of billing will be based on time clock records. The access of Town facilities is at the Public Works facility at 650 Old Dixie Highway.
- Use of Town property shall be used for official business in the performance of the Contract services only. Town property shall not be used in any manner for personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's agents and employees. The Contractor shall take all reasonable precautions to protect Town property.

f. Required Security Guard Qualifications

Personnel shall be physically fit and professionally mature to perform security guard duties as prescribed. The following requirements are not all inclusive but are to be used as a minimum guideline for the quality and experience level of the guard required for this contract.

- A minimum of two years of employment as a security guard.
- Ability to deal effectively with all segments of the public; relate to people well and remain professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experienced and professionally mature enough to make accurate observations;
- Ability to recognize dangerous or potentially dangerous situations;
- Ability to respond calmly and appropriately in an emergency situation and determine a proper course of action;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to work without close supervision and to make independent, logical, professionally mature decisions;
- Ability to pass background investigation. The CRA reserves the right to review the history(s) of each security officer assigned to insure that the background investigation has been conducted satisfactorily
- A certification that the company has a drug free workplace policy.

g. Enforcement

- All security services performed and equipment provided shall be subject to review and inspection by the CRA. The CRA reserves the right to inspect ongoing security during any 24-hour period.
- The CRA shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the contractor for appropriate

action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.

- The CRA has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the Contractor for corrective action.

h. Compliance Failure/Penalty System

- Fines will be assessed for the following violations and infractions of duty. Town staff will notify contractor in writing of any violations. The amount of such fines assessed shall be deducted from the next subsequent invoice. Security personnel violations and fines per occurrence are as follows:

- a. Sleeping on duty..... up to \$200.00
- b. Failing to follow post orders. up to \$200.00
- c. Abandoning post..... up to \$300.00
- d. Failing to complete incident report.. up to \$100.00
- e. Improper/soiled uniform..... up to \$100.00
- f. Late for duty..... up to \$200.00
- g. Failure to show-up for duty..... up to \$300.00
- h. Incomplete background investigation up to \$300.00
- i. Untrained guard assigned to post..... up to \$300.00

For each repeat violation of the same offense within the Contract term, the fine for the violation shall be \$500.00.

i. Post-Award review

- Prior to performance commencing under the Contract, the CRA representative and the Contractor shall make an on-site in-depth review of the contract requirements to include, but not limited to the following:
 - a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies.
 - b. Map showing critical areas and limits of the CRA
 - c. Requirements for Contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
 - d. Patrol requirements and procedures.

(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida)

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s _____

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: _____

Address: _____

Telephone :() _____

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: _____

Address: _____

Telephone :() _____

REFERENCES

As specified in the Standard Terms and Conditions of this Bid Document, Bidders are to present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this bid document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1.	
	Date(s) Service Provided _____ to _____
	PHONE: _____
	FAX: _____
2.	
	Date(s) Service Provided _____ to _____
	PHONE: _____
	FAX: _____
3.	
	Date(s) Service Provided _____ to _____
	PHONE: _____
	FAX: _____
4.	
	Date(s) Service Provided _____ to _____
	PHONE: _____
	FAX: _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____
_____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Bid #: _____ Bid Name: Officer Patrol Services (unarmed)

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 2012 by

_____, who is personally known to me or who has produced _____
_____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that: _____

- (1) He/she is _____ of _____, the Bidder that has submitted a proposal to perform work for the following:

Bid #: 01-12 Bid Name: Security Officer Patrol Services (unarmed)

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed Contract: and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2012 by _____, who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

My Commission #: _____

Expires on: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

Signature

Name and Title

Date

SEAL:

Notary Signature: _____
Notary Name: _____
Notary Public-State of Florida
My Commission #: _____
Expires on: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TOWN OF LAKE PARK CRA
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

2. Whose address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) **Florida Statutes**, means:
 - i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e) Florida Statutes, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.
7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: _____

Address: _____

City _____ State _____ Zip Code _____

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1.		()	()
2.		()	()
3.		()	()

DATE OF CONTRACT

Contract start date ____/____/____

Contract expiration date ____/____/____

(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? _____

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? _____

For how long has the contract time been extended _____

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount _____

Final Contract Amount _____

Financial Stability

Bidder must demonstrate financial stability sufficient for the Pre-Qualification Committee to conclude that the Bidder has the financial ability to service the Town for the term of the Agreement. The Bidder must provide a statement of Bidder's financial stability, including information on current or prior bankruptcy proceedings. Bidder must include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable. Financial reports provided must include, at a minimum, the last three years' balance sheets, income statements and statements of cash flow for the Bidding Entity. Bidders that have less than five years' experience must provide applicable statements for each year of operation.

In order to be compliant with this section, Bidders must provide the following:

- 1) A statement of financial stability in the name of the Bidder including information as to current or prior bankruptcy proceedings and information on available Lines of Credit including current and historical outstanding balances.
- 2) A copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable.
- 3) The last three years of financial reports, including at a minimum, balance sheets, income statements, and statements of cash flow. For those companies with less than five years' experience, Bidders should submit such financial statements for each year of operation.
- 4) A letter from the Bidder's financial institution attesting to the financial stability of the Bidder and that the Bidder has the financial strength and stability to complete the services in accordance with the contract requirements.

(C)

Litigation and Criminal Convictions

The Bidder must provide a summary of all civil litigation the company has been directly or indirectly involved in from November 5, 1997 to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers Compensation claims and/or employment related issues need not be reported.

The Bidder must also provide a summary of all criminal convictions and current indictments of the company and/or its officers from November 5, 1992 to the present. The Pre-Qualification Committee may disqualify a Bidder with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, Bidders must submit completed Forms C1 and C2 and should provide any supporting documentation the Bidder believes is appropriate to clarify and support the information provided on Forms C1 and C2.

**C-1
Civil Litigation**

Please provide a summary of any and all civil litigation your firm has been involved with since November 1992. Include any and all litigation with Government Entities, customers, and suppliers. Copy this page and attach additional sheets if necessary. Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

Please provide a summary of any and all criminal litigation your firm has been involved with since November 1992. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

LAKE PARK CRA
AND

THIS CONTRACT, made this _____ day of _____, 2012, by and between the Lake Park CRA hereinafter designated as the "CRA", and _____ a Florida Corporation, State of Florida License No. _____; FEID Number _____, 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 _____, 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 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 upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

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 \$22,000.

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 addendums thereto.
- b) CONTRACTOR'S Bid 01-12;
- 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 CONTRACTOR. 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 undertakes 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 TOWN**

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 competed 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:

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: _____
Vivian Mendez Lemley, Town Clerk

By: _____
James DuBois, Chair

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas A. Baird, Attorney for CRA

CONTRACTOR

By: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____ 2012.

(Notary Seal)

Notary Public

**LAKE PARK
COMMUNITY REDEVELOPMENT AGENCY**

**SECURITY OFFICER PATROL SERVICES
(UNARMED) BID**

BID # 01-12

**AGG OF AMERICA, LLC.
D/B/A ADVANCED NATIONAL SECURITY &
INVESTIGATIONS**

CONTACT: STELLA FRIEDLAND

**2311 10TH AVENUE NORTH #12
LAKE WORTH, FL 33461**

561-586-3006 FAX 561-586-3033

11:00AM, THURSDAY, AUGUST 23, 2012

BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 13 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER:

AGG of America, LLC d/b/a Advanced National Security & Investigations
(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: Managing Director

Stella Friedland

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

Stella Friedland

ADDRESS:

Mailing Address:

2311 10th Ave N. #12

P.O. Box 6077

Lake Worth, FL 33461

Lake Worth, FL 33466

PHONE NO: (561) 586-3006 / (407) 257-7101 (cell)

FEDERAL ID NUMBER: 27-0497600



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MW

DATE (MM/DD/YYYY)

01/31/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SLATON INSURANCE P.O. Box 220537 West Palm Beach, FL 33422 James L. Breedlove		561-683-8383 561-684-5995	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: ADVAN03
INSURED AGG Of America LLC Advanced National Security & Investigation dba 2311 10th Avenue N #12 Lake Worth, FL 33461		INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL. INSR. INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Blanket Add'l <input type="checkbox"/> Incidental GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		51GL005974-111 INSURED MALPRACTICE INCL	12/06/11	12/06/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	51E0000865-111	12/06/11	12/06/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

THETHIR

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

ADVAN-2

OP ID: GC

DATE (MM/DD/YYYY)

02/01/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Workers Compensation Group	561-392-3300	CONTACT NAME: Greg Carignan PHONE (A/C, No, Ext): 561-392-3300 E-MAIL ADDRESS: certs@workerscompgroup.com	FAX (A/C, No): 561-361-1132
	561-361-1132		
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Bridgefield Employers Ins	NAIC # 10701
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED **AGG of America, LLC, dba**
Advanced National Security
& Investigations
 PO Box 6077
 Lake Worth, FL 33466-6077

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	830-41142	02/23/12	02/23/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

ADVANCN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
D. RICHTERKESSING INS. AGCY (561) 627-3904
4268 NORTHLAKE BOULEVARD
PALM BEACH GARDENS, FL 33410



CONTACT NAME: Marisol Montalvo
PHONE (A/C. No. Ext): 561-627-3904
FAX (A/C. No.): 561-296-1918
E-MAIL ADDRESS: marisol@dwichtrichterkessing.com
INSURER(S) AFFORDING COVERAGE
INSURER A: State Farm Mutual Automobile Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
AGG of America, LLC dba Advanced National Security & Investigations
2311 10th Avenue
Lake Worth, FL 33461

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	2FAHP71W63X215467	08/01/2012	02/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 3,000,000 PROPERTY DAMAGE (Per accident) \$ 50,000 \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2003 Ford
VIN: 2FAHP71W63X215467

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwight Richter Kessing

2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000064228

**FILED
Apr 15, 2012
Secretary of State**

Entity Name: AGG OF AMERICA LLC

Current Principal Place of Business:

110 SHORE DRIVE
WEST PALM BEACH, FL 33404

New Principal Place of Business:

2311 10TH AVE NORTH SUITE 12
LAKE WORTH, FL 33461 UN

Current Mailing Address:

14951 ROYAL OAKS LANE UNIT 2609
NORTH MIAMI, FL 33181

New Mailing Address:

FEI Number: 27-0497600 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

FRIEDLAND, STELLA
14951 ROYAL OAKS LANE, UNIT 2609
NORTH MIAMI, FL 33181 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: FRIEDLAND, STELLA
Address: 14951 ROYAL OAKS LANE UNIT 2609
City-St-Zip: NORTH MIAMI, FL 33181

Title: VMGR
Name: FRIEDLAND, STELLA
Address: 14951 ROYAL OAKS LANE UNIT 2609
City-St-Zip: NORTH MIAMI, FL 33181

Title: ST
Name: FRIEDLAND, STELLA
Address: 14951 ROYAL OAKS LANE UNIT 2609
City-St-Zip: NORTH MIAMI, FL 33181

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: STELLA FRIEDLAND MGR 04/15/2012
Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

**Palm Beach County
Office of Small Business Assistance**

Certifies That

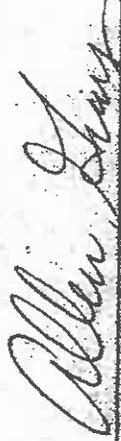
**AGG OF AMERICA, LLC dba ADVANCED NATIONAL
SECURITY & INVESTIGATIONS**

Vendor # VC0000137905

*is a Small Business Enterprise as prescribed by section 2-80.21 - 2-80.35 of the Palm Beach
County Code for a three year period from June 19, 2012 to June 18, 2015*

The following Services and/or Products are covered under this certification:

**GUARD AND SECURITY SERVICES;
INVESTIGATIVE SERVICES
SECURITY GUARDS AND PATROL SERVICES**


Allen F. Gray, Manager

6/19/2012



Palm Beach County Board of County Commissioners

Shelley Vane, Chair
Steven L. Abrams, Vice Chairman
Karen T. Marcus
Paulette Burdick
Burt Aaronson
Jess K. Santanaria
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdonia C. Baker

SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Program

Certifies that

AGC OF AMERICA LLC DBA

ADVANCED NATIONAL SECURITY & INVESTIGATIONS

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

The following List of Services and/or Products are covered under this certification:

- Security, Fire, Safety, and Emergency Services
- Guard and Security Services
- Investigative Services

* * * * *

Issued by the City of West Palm Beach on July 17, 2015 and expires on July 31, 2015

Certificate Number: 1042870

Althea Pemsel, MA, C.P.M.
Procurement Official

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**

DIVISION OF LICENSING

05/24/12
DATE ISSUED

12/19/14
DATE OF EXPIRATION

B 1100262
LICENSE NUMBER

**AGG OF AMERICA LLC
DBA ADVANCED NATIONAL SECURITY & INVESTIGATIONS**

2311 10TH AVENUE NORTH
SUITE 12
LAKE WORTH, FL 33461

FRIEDLAND, STELLA, OTHER

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



A handwritten signature in black ink, appearing to read 'Adam H. Putnam', is written over the printed name and title.

**ADAM H. PUTNAM
COMMISSIONER**

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**

DIVISION OF LICENSING

05/24/12
DATE ISSUED

12/20/14
DATE OF EXPIRATION

A 1100249
LICENSE NUMBER

**AGG OF AMERICA LLC
DBA ADVANCED NATIONAL SECURITY & INVESTIGATIONS**

2311 10TH AVENUE NORTH
SUITE 12
LAKE WORTH, FL 33461

FRIEDLAND, STELLA, OTHER

THE PRIVATE INVESTIGATIVE AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



A handwritten signature in black ink, appearing to read 'Adam H. Putnam', is written in a cursive style.

**ADAM H. PUTNAM
COMMISSIONER**



Certificate of Registration

DR-11
R. 10/11

Issued Pursuant to Chapter 212, Florida Statutes

60-8015766715-0	11/15/11	10/08/11	QUARTERLY
Certificate Number	Registration Effective Date	Opening Date	Filing Frequency

This certifies that

ADVANCED NATIONAL SECURITY & INVEST
 AGG OF AMERICA LLC
 110 SHORE DR
 RIVIERA BEACH FL 33404-2419

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

**THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION
 (DETACH AND POST IN A CONSPICUOUS PLACE)**



**REFER TO THE BACK OF THIS SECTION FOR
 SPECIFIC INFORMATION REGARDING YOUR
 COUNTY'S TAX RATES.**

THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX

Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.

These certificates are valid immediately.



DR-11R, R. 10/11

2012 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/11

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2012

Business Name and Location Address

Registration Effective Date

Certificate Number

ADVANCED NATIONAL SECURITY & INVEST
 AGG OF AMERICA LLC
 110 SHORE DR
 RIVIERA BEACH FL 33404-2419

11/15/11

60-8015766715-0

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased on or after the above Registration Effective Date by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Resale of services.
- Rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.





ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.taxcollectorpbc.com Tel: (561) 355-2272

****LOCATED AT****
 2311 10TH AVE N 13
 LAKE WORTH, FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-1110 SCHOOL	AGG OF AMERICA LLC		U12.239878 - 01/20/12	\$33.00	B40188543

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201149482
 EXPIRES: SEPTEMBER 30, 2012**

ADVANCED NATIONAL SECURITY & INVESTIGATIONS
 AGG OF AMERICA LLC
 14951 ROYAL OAKS LN APT 2609
 MIAMI, FL 33181



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.taxcollectorpbc.com Tel: (561) 355-2272

****LOCATED AT****
 2311 10TH AVE N Unit 12
 LAKE WORTH, FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
58-0001 ADMINISTRATIVE OFFICE	AGG OF AMERICA LLC		U12.239876 - 01/20/12	\$33.00	B40186540

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201149480
 EXPIRES: SEPTEMBER 30, 2012**

ADVANCED NATIONAL SECURITY & INVESTIGATIONS
 AGG OF AMERICA LLC
 14951 ROYAL OAKS LN APT 2609
 MIAMI, FL 33181



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

BID FORM

1. INDEMNIFICATION

L.S. \$ 100.00

Straight Time Min. 4 Hour
Straight Time Full 8 Hour Shift

\$ 15.10 /hr.
\$ 15.10 /hr.

Overtime/Holiday

\$ 22.65 /hr.

Special Event Guard:

Straight Time Min. 4 Hour
Straight Time Full 8 Hour Shift
Overtime/ Holiday

\$ 15.10 /hr.
\$ 15.10 /hr.
\$ 22.65 /hr.

Provide and Maintain Golf Cart and Cell Phone specifically
for CRA security service

\$ No Charge /wk.

Bidder acknowledges CRA estimated annual contract amount of \$22,000.00 averaging 28 hours per week. Overtime is considered time over and above an eight hour shift.

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer Identification Number: _____

CORPORATION

By: Stella Friedland / Stella Friedland, Mng. Director
(Signature) (Print name)

Address: 2311 10th Ave N #12
Lake Worth, FL 33461

Telephone: 561-586-3006 Fax: 561-586-3033

Taxpayer Identification Number: 27-0497600

State Under Which Corporation Was Chartered: Florida

(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida)

~~Corporate President:~~ Directing Manager - Stella Friedland
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: *Stella Friedland*
Secretary

Bidder acknowledges the receipt of Addenda No.'s _____

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: _____

Address: _____

Telephone : () _____

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: _____

Address: _____

Telephone : () _____

LETTER OF TRANSMITTAL

The following are the persons who are authorized to make representations for Advanced National Security & Investigations:

- Stella Friedland – Managing Director
2311 10th Ave North
Lake Worth, FL 33461
- Robert C. Wummer – General Manager
110 Shore Drive
Riviera Beach, FL 33404
561-389-2882
- Ed Wummer – Road Patrol Supervisor
725 Hawthorne Drive
Lake Park, FL 33403
561-315-7723
- Don Sweeting – Road Patrol Supervisor
740 Prosperity Farm Rd
N Palm Beach, FL 33408
561723-5683

SUMMARY RESUMES

Stella Friedland, CMEA, SBA
Business Intermediary Specialist /Certified Machinery & Equipment Appraiser/
Senior Business Analyst

Business Information

14951 Royal Oaks Lane Unit 2609
North Miami, FL 33181
Cell: 407-257-7101
E-fax: 888-845-2470

Biography:

Stella Friedland is a Business Intermediary Specialist with vast experience as a business owner. She operated successful companies in different industries throughout the country. Stella started and developed several entrepreneurial ventures. Stella's extensive experience includes, but not limited to:

- Security & Private Investigations Industry
- Real Estate industry
- Music industry
- Medical / Healthcare industry
- Retail industry
- Wholesale & Distribution industry
- Consumer Services industry
- Mortgage Industry

Stella is always available to advise and assist clients in the important decision to purchase or sell a business or franchise.

Education:

- B.S. – Business Administration, concentration in Marketing – Towson University
- B.S. – Pre-Med, concentration in Medical Technology – Towson University
- Piano - Attended Peabody Conservatory of Music in Baltimore, MD (Full Scholarship)
- Business Transfer Specialist
- Business Financial Consultant
- Commercial Real Estate

Licenses:

- Licensed Florida Real Estate Sales Associate
- Licensed Florida Mortgage Originator
- Licensed Florida Auctioneer
- Security Officer State of Florida (license #D1130454)
- State Wide Firearm License Florida (license #G1107087)
- Concealed Weapon of Firearm License Florida (license #WX1119961)

Languages:

- Fluent in Russian

SUMMARY RESUMES

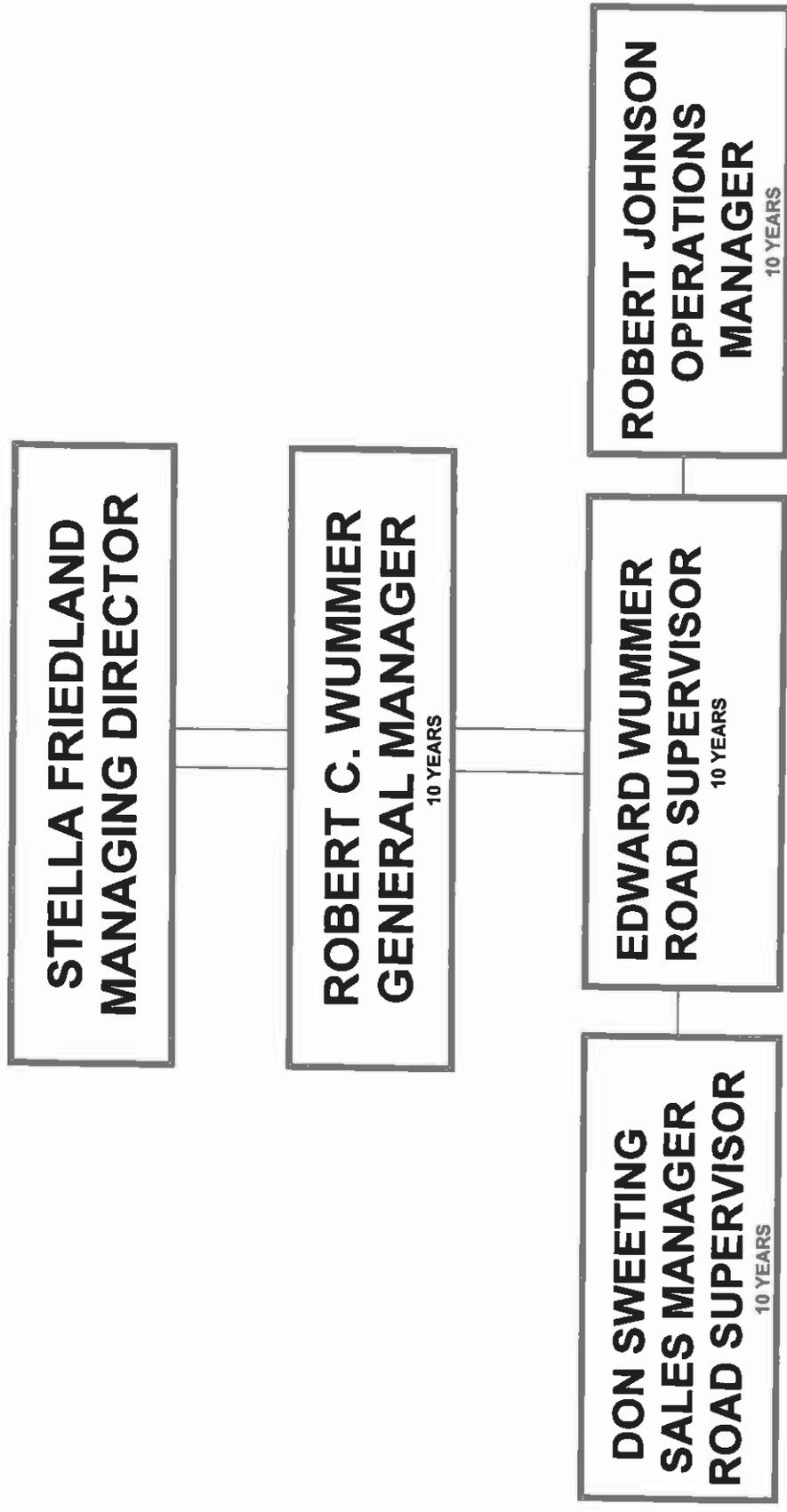
ROBERT C. WUMMER – 4 years in the Marine Corp, Military Police. Police Officer for 15 years. K-9 trainer for 20 years and was the originator of the K-9 Corp of Palm Beach County with the City of Riviera Beach being the first city to use one of his nationally certified police K-9's. Private Investigator and Firearms Instructor for 25 years. Has owned a security company since 1976.

ED WUMMER – Military background, New Jersey National Guard – 8 years. McFarland-Johnson Consulting Engineers – Surveyor – 13 years. Rubin Construction Company – 2.5 years. US K-9 Security – 14 years. Security Company Owner – 8 years. Has held a Security License for 32 years. Private Investigator, Security Manager, Road Patrol Supervisor and Dog Training

ROBERT JOHNSON – Operations Manager, Vice President in banking for 35 years. Ten years private investigator

ADVANCED NATIONAL SECURITY & INVESTIGATIONS

ORGANIZATIONAL CHART



REFERENCES

As specified in the Standard Terms and Conditions of this Bid Document, Bidders are to present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this bid document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1. Columbia Hospital Dennis Dzurovski	2201 45 th Street
	West Palm Beach, FL 33407
	Date(s) Service Provided 01/13/04 to Present
Dennis Dzurovski	PHONE: 561-543-9510
	FAX: 561-863-2536
2. Fm Contract Service, LLC	3501 S. Federal Hwy
	Boynton Beach, FL 33435
	Date(s) Service Provided 01/17/12 to Present
Richard Lococo Project Manager	PHONE: 813-251-1221
	FAX: 813-251-5720
3. The Forum	1665 Palm Beach Lakes Blvd
	West Palm Beach, FL 33401
	Date(s) Service Provided 5/27/08 to Present
Jerry Ann Mills	PHONE: 305-374-5455 ext. 320
	FAX: 305-374-5051
4. The Weitz Company	1720 Centre Park Drive East
	West Palm Beach, FL 33401
	Date(s) Service Provided 6/23/11 to 5/31/12
Penny Broda	PHONE: 561-827-4688
	FAX: 561-681-3304

CRV WPB-EUCAL, L.P.
C/O Cypress Realty of Florida, LLC
(A/K/A Abacoa Development Company)
1907 Commerce Lane, Suite 103
Jupiter, FL 33458

561-768-9288 Fax: 561-768-9290

July 20, 2011

To Whom It May Concern:

We are pleased to submit this letter of reference for Advanced National Security on behalf of the above.

As a result of the sluggish real estate development market, we have had to delay the development of a 5 acre property owned in West Palm Beach by several more years than originally anticipated. Given the location of this property in a downtown setting, and the presence of three condemned buildings on it, we became all too familiar with the myriad of compromises to our liability protection (such as vagrancy, building breaches and graffiti vandals). Advanced National Security has been under contract with us for several years now and during that time they have done an outstanding job of nightly monitoring and protecting this site and our interests. Their company and on-site personnel have always been reliable, diligent, professional, and at times courageous!

We have, and will continue to, highly recommend their services for security without hesitation. Please feel free to contact me should you have any questions in this regard.

Sincerely,

Cypress Realty of Florida, LLC



Donna Cesaro
Project Manager



May 15, 2012

To Whom It May Concern:

This letter is to serve as a recommendation on behalf of Sailfish Marina Resort and Restaurant for Advanced National Security and Investigations. They have insured the security for our company since 2001 and we have been extremely pleased with their service.

We have an unarmed security guard servicing this property; which has helped tremendously in deterring thefts. Our criminal occurrences are nearly non-existent now. If a circumstance arises they are always available for immediate contact and follow up.

I highly recommend Advanced National Security & Investigations and would be happy to supply any further information needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan Cheney', is written over a large, stylized, circular scribble.

Bryan Cheney
Director of Operations
Sailfish Marina Resort
561-472-1240

July 17, 2012

Mr. Robert Wummer
Advanced National Security & Investigations
2311 10th Avenue North, Suite 12
Lake Worth FL 33461

RE: Letter of Reference

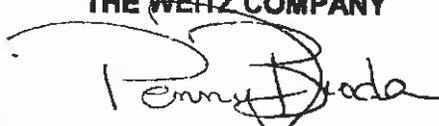
To Whom It May Concern:

It is with great confidence that I put forward this recommendation of Advanced National Security & Investigations. Our firm worked with Advanced National Security for 12 months during the construction of the Max Planck Florida Institute located in Jupiter, Florida.

Advanced National Security employs long term employees with a vast knowledge of security needs and the local areas. A jobsite inspection at the beginning of the project by Advanced National Security noted areas of security concern which were addressed and monitored on a daily basis. Advanced National Security employees are professional in their appearance, actions and personality. The Max Planck Florida Institute is a 100,000 SF biomedical research center which during construction required diverse security needs which were met above and beyond by Advanced National Security.

I can be reached via phone or email to answer any inquiries to support my recommendation of Advanced National Security.

Sincerely,
THE WEITZ COMPANY



Penny Broda
Project Coordinator
penny.broda@weitz.com
C. 561.827.4688



AGG OF AMERICA, LLC

**ADVANCED NATIONAL
SECURITY & INVESTIGATIONS**

LIC # A - 1100249 LIC # B - 1100262
Armed/ Unarmed Security Guards & K-9 Officers

Civil and Criminal Private Investigators

BAYREACH CONDOMINIUMS

1001 Lake Shore Drive
Lake Park, FL 33403
Jane – 561-845-0755
Road Patrol - Security Officer

VISTA CENTER ASSOC. INC.

2257 Vista Parkway #17
West Palm Beach, FL 33411
Julie Barnett – 561-478-4300
K9 Security Officer/Marked K9 Vehicle

MACKINAC SAVINGS BANK

280 N. Congress Ave
Boynton Beach, FL 33426
Lori Faulkner – VP of Operations
561-736-8900
Armed Security Officers

SEMINOLE MARINE

2208 Idlewild Road
Palm Beach Gardens, FL 33410
Darlyne Morrison – GM
561-622-7600

COLUMBIA HOSPITAL

2201 45th Street
West Palm Beach, FL 33407
Dennis – 561-543-9510
Security Officer on Golf Cart
Road Patrol/Armed Security & K-9

FARISH FARISH & ROMAN

316 Banyan Street
West Palm Beach, FL 33401
Joe Farish 561-659-3500
K-9 Security/Investigations/ Bodyguard

THE FORUM

1665 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401
Jerry Ann Mills 305-374-5455 ext 320
Gate House Security Officer 24/7

SAILFISH MARINA

91 Lake Drive
Palm Beach Shores, FL 33404
Bryan Cheney 561-281-6043
Security Officer/Road Patrol/ Armed
Security & K-9

NOTE: The above references have been provided for your exclusive administrative use to enable you the ability to properly evaluate the quality of our services prior to your company's contracting with Advanced National Security & Investigations. Please utilize these references but keep in mind that they are *confidential*.

Business Address: 2311 10th Ave North, Ste 12 , Lake Worth, Florida 33461

Mailing Address: P.O. Box 6077, Lake Worth, FL 33466-6077

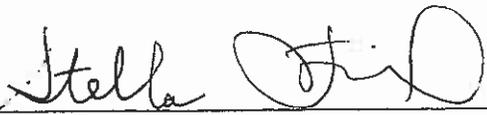
Office: 561- 586 - 3006 Fax: 561- 586– 3033

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature, *Mag. Director*

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Stella Friedland
_____, who, after being by me first duly sworn, deposes and says:

(1) I am Stella Friedland of AGG of America, LLC, the bidder that has submitted a proposal to perform work for the following project:

Bid #: 01-12 Bid Name: Officer Patrol Services (unarmed)

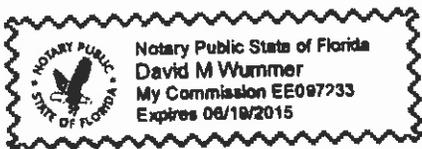
(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Stella Friedland

Signature

Subscribed and sworn to (or affirmed) before me this 17th day of August, 2012 by
Stella Friedland, who is personally known to me or who has produced _____
_____ as identification.

SEAL:



Notary Signature: David Wummer

Notary Name: David Wummer
Notary Public-State of Florida

My Commission #: EE097233

Expires on: 6/19/15

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Stella Friedland who, after being by me first duly sworn, deposes and says of his/her personal knowledge that: Stella Friedland

(1) He/she is Mgr. Director of AGG of America, LLC, the Bidder that has submitted a proposal to perform work for the following:

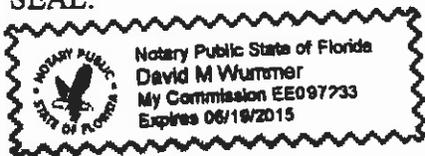
Bid #: 01-12 Bid Name: Security Officer Patrol Services (unarmed)

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed Contract: and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Stella Friedland
Signature

Subscribed and sworn to (or affirmed) before me this 17th day of August 2012 by Stella Friedland who is personally known to me or who has produced J as identification.

SEAL:



Notary Signature: David Wummer

Notary Name: David Wummer
Notary Public-State of Florida

My Commission #: EE097233
Expires on: 06/19/15

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

AGG of America, LLC.
Advanced National Security
& Investigations

2311 10th Ave N #12

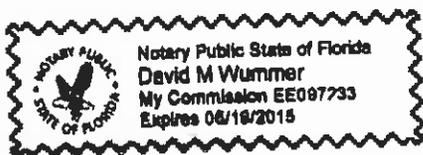
Lake Worth, FL 33461

Stella
Signature

Stella Friedland, Managing Director
Name and Title

8/17/2012
Date

SEAL:



Notary Signature: *David Wummer*

Notary Name: David Wummer
Notary Public-State of Florida

My Commission #: EE097233

Expires on: 6/19/15

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TOWN OF LAKE PARK CRA
(print name of public entity)
by Stella Friedland, Managing Director
(print individual's name and title)
for AGG of America, LLC, d/b/a Advanced National Security Investigations
(print name of entity submitting sworn statement)

2. Whose address is 2311 10th Ave N #12
Lake Worth, FL 33461

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-0497600

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) **Florida Statutes**, means:
- i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e) Florida Statutes, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.
7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

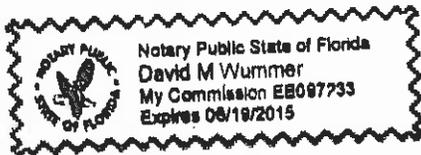
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Stella Friedland, Managing Director
(Signature)

**STATE OF FLORIDA
PALM BEACH COUNTY**

The foregoing instrument was acknowledged before me this 17th day of August 2012, by Stella Friedland as Owner of AGG of America, LLC, who is personally known to me or has produced as identification.

SEAL:



Notary Signature: David Wummer

Notary Name: David Wummer

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: Mackinac Savings Bank

Address: 280 N. Congress Ave

Boynnton Beach FL 33426
City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. Robert C. Wummer	Manager	(561) 389-2882	(561) 586-3033
2. Edward J. Wummer	Road Patrol Supervisor	(561) 315-7723	(561) 586-3033
3. Donald Sweeting	Road Patrol Supervisor	(561) 723-5683	(561) 586-3033

DATE OF CONTRACT

Contract start date 9 / 1 / 08

Contract expiration date N/A
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? Yearly Renewal

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? 3

For how long has the contract time been extended Renewed

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount \$16 per Hour

Final Contract Amount \$16 per Hour.

1:24 PM
01/26/12
Accrual Basis

Advanced National Security and Investigations
Profit & Loss
January - December, 2011

	<u>Total</u>
Income	
Security	1,089,151.00
Services	94,667.00
	<hr/>
Total Income	\$ 1,183,818.00
	<hr/>
Gross Profit	\$ 1,183,818.00
Expenses	
Advertising and Promotion	193.00
Automobile Expense	14,233.00
Client Relations	450.00
Commissions	3,750.00
Contributions	1,275.00
Employee Benefits	119.00
Equipment Rental	7,163.00
Insurance Expense	31,570.00
Interest Expense	1,552.00
Internet Expense	10.00
Investigation expense	3,770.00
K-9 Expenses	12,653.00
Licenses & Permits	5,294.00
Meals and Entertainment	797.00
Miscellaneous Expense	6,101.00
Office Supplies	3,634.00
Payroll Expenses	957,550.00
Petty Cash	476.00
Postage and Delivery	281.00
Printing and Reproduction	481.00
Professional Development	3,742.00
Professional Fees	4,200.00
Rent	10,800.00
Road Patrol	11,653.00
Telephone Expense	16,201.00
Travel Expense	4,680.00
Utilities	2,739.00
Uniforms	4,878.00
	<hr/>
Total Expenses	\$ 1,110,225.00
Net Operating Income	\$ 73,593.00
Net Income	\$ 73,593.00

DRAFT

COPY

Form 1120S

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. See separate instructions.

2010

For calendar year 2010 or tax year beginning, 2010, ending

Header section containing: A S election effective date, B Business activity code number (561600), C Check if Sch M-3 attached, Name (ADVANCED NATIONAL SECURITY & INVESTIGATIONS INC.), D Employer identification number (65-0927126), E Date incorporated, F Total assets.

G Is the corporation electing to be an S corporation beginning with this tax year? Yes [] No [X]
H Check if: (1) Final return, (2) Name change, (3) Address change, (4) Amended return, (5) S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year 1

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Table with columns for INCOME (lines 1-6), DEDUCTIONS (lines 7-19), and INSTRUCTIONS (lines 20-21). Includes values for gross receipts (1,226,217), total income (223,872), and ordinary business income (4,839).

TAX AND PAYMENTS section (lines 22-27). Includes 22a Excess net passive income or LIFO recapture tax, 23a 2010 estimated tax payments, and 24 Estimated tax penalty.

Sign Here section. Declaration of preparer: 'Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.' Signature of officer: David K. Kuschel, Date: 1/26/2012, Title: PVA.

Paid Preparer Use Only section. Preparer's name: David K. Kuschel, Date: 1/26/2012, Firm's name: DAVID K. KUSCHEL, PA, Firm's address: 27 Pennock Lane Suite 204, JUPITER, FL 33458, Firm's EIN: 65-0709345, Phone no: 561 747-0852.

BAA For Paperwork Reduction Act Notice, see separate instructions.

SPSA0112 01/18/11

Form 1120S (2010)

COPY

COPY

Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	954,173.
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement) * STMT	5	43,084.
6	Total. Add lines 1 through 5	6	997,257.
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	997,257.

9a Check all methods used for valuing closing inventory:

- (i) Cost as described in Regulations section 1.471-3
- (ii) Lower of cost or market as described in Regulations section 1.471-4
- (iii) Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO

9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? Yes No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation Yes No

Other Information (see instructions)

		Yes	No
1	Check accounting method: a <input type="checkbox"/> Cash b <input type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ b Product or service ▶		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a qualified subchapter S subsidiary election made?		
4	Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount. If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments. <input type="checkbox"/>		
6	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ \$		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year ▶ \$		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1		
9	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		X

Shareholders' Pro Rata Share Items

		Total amount
1	Ordinary business income (loss) (page 1, line 21)	1
2	Net rental real estate income (loss) (attach Form 8825)	2
3a	Other gross rental income (loss)	3a
b	Expenses from other rental activities (attach statement)	3b
c	Other net rental income (loss). Subtract line 3b from line 3a	3c
4	Interest income	4
5	Dividends: a Ordinary dividends b Qualified dividends	5a
5b		5b
6	Royalties	6
7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7
8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a
b	Collectibles (28%) gain (loss)	8b
c	Unrecaptured section 1250 gain (attach statement)	8c
9	Net section 1231 gain (loss) (attach Form 4797)	9
10	Other income (loss) (see instructions) Type ▶	10

- INCOME (LOSS)

Shareholders' Pro Rata Share Items (continued)		Total amount	
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12a Contributions	12a	
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c (2)	
	d Other deductions (see instructions) ... Type ▶	12d	
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instrs) Type ▶	13d	
	e Other rental credits (see instrs) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level Foreign gross income sourced at corporate level	14c	
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
	Other information		
l Total foreign taxes (check one): ▶ <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14l		
m Reduction in taxes available for credit (attach statement)	14m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties – gross income	15d	
	e Oil, gas, and geothermal properties – deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	
	d Distributions (attach stmt if required) (see instrs)	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Reconciliation	18 Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and lines 14l	18	4,839.

BAA

Balance Sheets per Books

	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach stmt)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation				
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (attach stmt)				
15 Total assets				
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach stmt)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock				
23 Additional paid-in capital				
24 Retained earnings				
25 Adjustments to shareholders' equity (att stmt)				4,839.
26 Less cost of treasury stock				
27 Total liabilities and shareholders' equity				4,839.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more – see instructions

1 Net income (loss) per books		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a Tax-exempt interest . \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12, and 14i (itemize):		6 Deductions included on Schedule K, lines 1 through 12, and 14i, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment . \$		7 Add lines 5 and 6	
4 Add lines 1 through 3		8 Income (loss) (Schedule K, ln 18). Ln 4 less ln 7 . . .	

Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21	4,839.		
3 Other additions			
4 Loss from page 1, line 21			
5 Other reductions			
6 Combine lines 1 through 5	4,839.		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	4,839.		

Schedule K-1 (Form 1120S)

2010

Final K-1

Amended K-1

Department of the Treasury Internal Revenue Service

For calendar year 2010, or tax year beginning ending

Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

Shareholder's Share of Income, Deductions, Credits, etc. See page 2 of form and separate instructions.

Table with 17 rows and 3 columns: Line number, Description, and Amount/Category. Row 1: Ordinary business income (loss) 4,839. Row 13: Credits. Row 14: Foreign transactions. Row 15: Alternative minimum tax (AMT) items. Row 16: Items affecting shareholder basis. Row 17: Other information.

Information About the Corporation

A Corporation's employer identification number 65-0927126
B Corporation's name, address, city, state, and ZIP code ADVANCED NATIONAL SECURITY & INVESTIGATIONS INC. 110 SHORE DRIVE WEST PALM BEACH, FL 33404
C IRS Center where corporation filed return Ogden, UT 84201-0013

Information About the Shareholder

D Shareholder's identifying number 267-53-1978
E Shareholder's name, address, city, state, and ZIP code WILLIAM R. WUMMER 110 SHORE DRIVE WEST PALM BEACH, FL 33404
F Shareholder's percentage of stock ownership for tax year 100.00000 %

FOR USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1120S.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	<i>Code</i>	<i>Report on</i>
1 Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:		
Passive loss		See the Shareholder's Instructions
Passive income		See the Shareholder's Instructions
Nonpassive loss		See the Shareholder's Instructions
Nonpassive income		See the Shareholder's Instructions
2 Net rental real estate income (loss)		See the Shareholder's Instructions
3 Other net rental income (loss)		See the Shareholder's Instructions
Net income		See the Shareholder's Instructions
Net loss		See the Shareholder's Instructions
4 Interest income		See the Shareholder's Instructions
5a Ordinary dividends		See the Shareholder's Instructions
5b Qualified dividends		See the Shareholder's Instructions
6 Royalties		See the Shareholder's Instructions
7 Net short-term capital gain (loss)		See the Shareholder's Instructions
8a Net long-term capital gain (loss)		See the Shareholder's Instructions
8b Collectibles (28%) gain (loss)		See the Shareholder's Instructions
8c Unrecaptured section 1250 gain		See the Shareholder's Instructions
9 Net section 1231 gain (loss)		See the Shareholder's Instructions
10 Other income (loss)		See the Shareholder's Instructions
Code		
A Other portfolio income (loss)		See the Shareholder's Instructions
B Involuntary conversions		See the Shareholder's Instructions
C Section 1256 contracts and straddles		See the Shareholder's Instructions
D Mining exploration costs recapture		See the Shareholder's Instructions
E Other income (loss)		See the Shareholder's Instructions
11 Section 179 deduction		See the Shareholder's Instructions
12 Other deductions		See the Shareholder's Instructions
A Cash contributions (50%)		See the Shareholder's Instructions
B Cash contributions (30%)		See the Shareholder's Instructions
C Noncash contributions (50%)		See the Shareholder's Instructions
D Noncash contributions (30%)		See the Shareholder's Instructions
E Capital gain property to a 50% organization (30%)		See the Shareholder's Instructions
F Capital gain property (20%)		See the Shareholder's Instructions
G Contributions (100%)		See the Shareholder's Instructions
H Investment interest expense		See the Shareholder's Instructions
I Deductions — royalty income		See the Shareholder's Instructions
J Section 59(e)(2) expenditures		See the Shareholder's Instructions
K Deductions — portfolio (2% floor)		See the Shareholder's Instructions
L Deductions — portfolio (other)		See the Shareholder's Instructions
M Praproductive period expenses		See the Shareholder's Instructions
N Commercial revitalization deduction from rental real estate activities		See the Shareholder's Instructions
O Reforestation expense deduction		See the Shareholder's Instructions
P Domestic production activities information		See the Shareholder's Instructions
Q Qualified production activities income		See the Shareholder's Instructions
R Employer's Form W-2 wages		See the Shareholder's Instructions
S Other deductions		See the Shareholder's Instructions
13 Credits		
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings		See the Shareholder's Instructions
B Low-income housing credit (other) from pre-2008 buildings		See the Shareholder's Instructions
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings		See the Shareholder's Instructions
D Low-income housing credit (other) from post-2007 buildings		See the Shareholder's Instructions
E Qualified rehabilitation expenditures (rental real estate)		See the Shareholder's Instructions
F Other rental real estate credits		See the Shareholder's Instructions
G Other rental credits		See the Shareholder's Instructions
H Undistributed capital gains credit		See the Shareholder's Instructions
I Alcohol and cellulosic biofuel fuels credit		See the Shareholder's Instructions
J Work opportunity credit		See the Shareholder's Instructions
K Disabled access credit		See the Shareholder's Instructions
L Empowerment zone and renewal community employment credit		See the Shareholder's Instructions
M Credit for increasing research activities		See the Shareholder's Instructions
N Credit for employer social security and Medicare taxes		See the Shareholder's Instructions
O Backup withholding		See the Shareholder's Instructions
P Other credits		See the Shareholder's Instructions
14 Foreign transactions		
A Name of country or U.S. possession		See the Shareholder's Instructions
B Gross income from all sources		See the Shareholder's Instructions
C Gross income sourced at shareholder level		See the Shareholder's Instructions
Foreign gross income sourced at corporate level		See the Shareholder's Instructions
D Passive category		See the Shareholder's Instructions
E General category		See the Shareholder's Instructions
F Other		See the Shareholder's Instructions
Deductions allocated and apportioned at shareholder level		See the Shareholder's Instructions
G Interest expense		See the Shareholder's Instructions
H Other		See the Shareholder's Instructions
Deductions allocated and apportioned at corporate level to foreign source income		See the Shareholder's Instructions
I Passive category		See the Shareholder's Instructions
J General category		See the Shareholder's Instructions
K Other		See the Shareholder's Instructions
Other information		See the Shareholder's Instructions
L Total foreign taxes paid		See the Shareholder's Instructions
M Total foreign taxes accrued		See the Shareholder's Instructions
N Reduction in taxes available for credit		See the Shareholder's Instructions
O Foreign trading gross receipts		See the Shareholder's Instructions
P Extraterritorial income exclusion		See the Shareholder's Instructions
Q Other foreign transactions		See the Shareholder's Instructions
15 Alternative minimum tax (AMT) items		
A Post-1986 depreciation adjustment		See the Shareholder's Instructions and the instructions for Form 6251
B Adjusted gain or loss		See the Shareholder's Instructions and the instructions for Form 6251
C Depletion (other than oil & gas)		See the Shareholder's Instructions and the instructions for Form 6251
D Oil, gas, & geothermal — gross income		See the Shareholder's Instructions and the instructions for Form 6251
E Oil, gas, & geothermal — deductions		See the Shareholder's Instructions and the instructions for Form 6251
F Other AMT items		See the Shareholder's Instructions and the instructions for Form 6251
16 Items affecting shareholder basis		
A Tax-exempt interest income		See the Shareholder's Instructions
B Other tax-exempt income		See the Shareholder's Instructions
C Nondeductible expenses		See the Shareholder's Instructions
D Distributions		See the Shareholder's Instructions
E Repayment of loans from shareholders		See the Shareholder's Instructions
17 Other information		
A Investment income		See the Shareholder's Instructions
B Investment expenses		See the Shareholder's Instructions
C Qualified rehabilitation expenditures (other than rental real estate)		See the Shareholder's Instructions
D Basis of energy property		See the Shareholder's Instructions
E Recapture of low-income housing credit (section 42(j)(5))		See the Shareholder's Instructions
F Recapture of low-income housing credit (other)		See the Shareholder's Instructions
G Recapture of investment credit		See the Shareholder's Instructions
H Recapture of other credits		See the Shareholder's Instructions
I Look-back interest — completed long-term contracts		See the Shareholder's Instructions
J Look-back interest — income forecast method		See the Shareholder's Instructions
K Dispositions of property with section 179 deductions		See the Shareholder's Instructions
L Recapture of section 179 deduction		See the Shareholder's Instructions
M Section 453(i)(3) information		See the Shareholder's Instructions
N Section 453A(c) information		See the Shareholder's Instructions
O Section 1260(b) information		See the Shareholder's Instructions
P Interest allocable to production expenditures		See the Shareholder's Instructions
Q CCF nonqualified withdrawals		See the Shareholder's Instructions
R Depletion information — oil and gas		See the Shareholder's Instructions
S Amortization of reforestation costs		See the Shareholder's Instructions
T Section 108(i) information		See the Shareholder's Instructions
U Other information		See the Shareholder's Instructions

Form 1120S, Page 1, Line 19

Other Deductions

Bank Service Charges	
Commissions	450.
Contributions	5,100.
Equipment	2,792.
Gifts/Public Relations	6,825.
Insurance	1,163.
Miscellaneous	26,272.
Office Supplies	864.
Petty Cash	2,689.
Postage and Delivery	1,408.
Professional Fees	128.
Telephone/Cell Phones/Communications	8,298.
Other Utilities	9,704.
Rounding Difference	2,168.
	1.
Total	67,862.

Form 1120S, Page 2, Schedule A, Line 5

Schedule A, Other Costs

INVESTIGATIVE COSTS (CC)	12,849.
DOG EXPENSES	3,429.
OTHER K-9 EXPENSES	4,260.
UNIFORMS	6,033.
ROAD PATROL-VEHICLE EXPENSES	14,428.
OTHER INVESTIGATIONS	2,085.
Total	43,084.

COPY

Form 1120S

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

2009

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. See separate instructions.

Department of the Treasury Internal Revenue Service

For calendar year 2009 or tax year beginning , 2009, ending

Form header section including: A S election effective date, B Business activity code number (561600), C Check if Sch M-3 attached, D Employer identification number (65-0927126), E Date incorporated, F Total assets.

Form section G through I: G Is the corporation electing to be an S corporation... H Check if: (1) Final return, (2) Name change, (3) Address change, (4) Amended return, (5) S election termination or revocation. I Enter the number of shareholders...

Table with 3 columns: Description (Income, Deductions, Ordinary business income), Amount, and Line number. Includes rows 1a through 21.

Table with 3 columns: Description (Taxes and Payments), Amount, and Line number. Includes rows 22a through 27.

Signature section: Sign Here, Signature of officer (David R. Kuschel), Date (1/26/2012), Title (POA). Includes a box for 'May the IRS discuss this return with the preparer shown below?' with Yes checked.

Preparer information section: Preparer's signature (David R. Kuschel), Date (7/15/2011), Check if self-employed (checked), Preparer's SSN or PTIN (264-19-9190), Firm's name (DAVID K. KUSCHEL, PA), address (27 Pennock Lane Suite 204, JUPITER, FL 33458), EIN (65-0709345), Phone no. ((561) 747-0852).

COPY

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Part A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	0.
4	Additional section 263A costs (attach statement) * .STMT.	4	
5	Other costs (attach statement) * .STMT.	5	156,921.
6	Total. Add lines 1 through 5	6	156,921.
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	156,921.

9a Check all methods used for valuing closing inventory:

- (i) Cost as described in Regulations section 1.471-3
- (ii) Lower of cost or market as described in Regulations section 1.471-4
- (iii) Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? Yes No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If 'Yes,' attach explanation Yes No

Part B Other Information (see instructions)

		Yes	No
1	Check accounting method: a <input type="checkbox"/> Cash b <input checked="" type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶		
2	See the instructions and enter the: a Business activity: ▶ <u>Security Company</u> b Product or service... ▶ <u>Security Company</u>		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If 'Yes,' attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount. If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments. <input type="checkbox"/>		
6	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ \$		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year \$		
8	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If 'Yes,' the corporation is not required to complete Schedules L and M-1 <input checked="" type="checkbox"/>		X

Part C Shareholders' Pro Rata Share Items

		Total amount
1	Ordinary business income (loss) (page 1, line 21)	1 -2,624.
2	Net rental real estate income (loss) (attach Form 8825)	2
3a	Other gross rental income (loss)	3a
b	Expenses from other rental activities (attach statement)	3b
c	Other net rental income (loss). Subtract line 3b from line 3a	3c
4	Interest income	4
5	Dividends: a Ordinary dividends	5a
b	Qualified dividends	5b
6	Royalties	6
7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7
8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a
b	Collectible 0.3% gain (loss)	8b
c	Unrecaptured section 1250 gain (attach statement)	8c
9	Net section 1231 gain (loss) (attach Form 4797)	9
10	Other income (loss) (see instructions) Type ▶	10

INCOME (LOSSES)

Shareholders' Pro Rata Share Items (continued)

Deductions		Total amount
	11 Section 179 deduction (attach Form 4562)	11
	12a Contributions	12a
	b Investment interest expense	12b
	c Section 59(e)(2) expenditures (1) Type ▶	12c (2)
	d Other deductions (see instructions) ... Type ▶	12d
		(2) Amount ▶
		12c (2)
		12d
		13a
		13b
		13c
		13d
		13e
		13f
		13g
		14b
		14c
		14d
		14e
		14f
		14g
		14h
		14i
		14j
		14k
		14l
		14m
		15a
		15b
		15c
		15d
		15e
		15f
		16a
		16b
		16c
		16d
		16e
		17a
		17b
		17c
		18
		-2,624.

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Schedule M-1 Balance Sheets per Books	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash				
2a Trade notes and accounts receivable	90,000.			
b Less allowance for bad debts				
3 Inventories		90,000.		
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach stmt)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation				
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (attach stmt)				
15 Total assets		90,000.		
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach stmt) .. Ln. 18, St. ..		25,000.		
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock				
23 Additional paid-in capital				
24 Retained earnings				
25 Adjustments to shareholders' equity (attach stmt)		73,018.		70,394.
26 Less cost of treasury stock				
27 Total liabilities and shareholders' equity		98,018.		70,394.

Schedule M-2 Reconciliation of Income (Loss) per Books With Income (Loss) per Return
 Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more – see instructions

1 Net income (loss) per books		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a Tax-exempt interest . \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12, and 14i (itemize):		6 Deductions included on Schedule K, lines 1 through 12, and 14i, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment . \$		7 Add lines 5 and 6	
4 Add lines 1 through 3		8 Income (loss) (Schedule K, Ln 18). Ln 4 less Ln 7	

Schedule M-3 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21	73,018.		
3 Other additions			
4 Loss from page 1, line 21			
5 Other reductions	2,624.		
6 Combine lines 1 through 5	70,394.		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	70,394.		

Schedule K-1
(Form 1120S)

Department of the Treasury
Internal Revenue Service

2009

For calendar year 2009, or tax
year beginning _____, 2009
ending _____,

Final K-1

Amended K-1

671109

OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See page 2 of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
65-0927126

B Corporation's name, address, city, state, and ZIP code
ADVANCED NATIONAL SECURITY & INVESTIGATIONS INC.,
ADVANCED NATIONAL SECURITY & INVESTIGATIONS INC.,
110 SHORE DRIVE
RIVIERA BEACH, FL 33404

C IRS Center where corporation filed return
Ogden, UT 1201-0013

Part II Information About the Shareholder

D Shareholder's identification number
267-53-1976

E Shareholder's name, address, city, state, and ZIP code
WILLIAM R. SUMMER
110 SHORE DRIVE
RIVIERA BEACH, FL 33404

F Shareholder's percentage of stock ownership for tax purposes
100.0000 %

FOR USE ONLY

Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
	-2,624.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

*See attached statement for additional information.

This list identifies the instructions used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Code	Report on
1 Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter your return as follows:		
Passive loss		See the Shareholder's Instructions
Passive income		Schedule E, line 28, column (g)
Nonpassive loss		Schedule E, line 28, column (h)
Nonpassive income		Schedule E, line 28, column (i)
2 Net rental real estate income (loss)		See the Shareholder's Instructions
3 Other net rental income (loss)		See the Shareholder's Instructions
Net income		Schedule E, line 28, column (g)
Net loss		See the Shareholder's Instructions
4 Interest income		Form 1040, line 8a
5a Ordinary dividends		Form 1040, line 9a
5b Qualified dividends		Form 1040, line 9b
6 Royalties		Schedule E, line 4
7 Net short-term capital gain (loss)		Schedule D, line 5, column (f)
8a Net long-term capital gain (loss)		Schedule D, line 12, column (f)
8b Collectibles (28%) gain (loss)		28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c Unrecaptured section 1250 gain		See the Shareholder's Instructions
9 Net section 1231 gain (loss)		See the Shareholder's Instructions
10 Other income (loss)		See the Shareholder's Instructions
Code		
A Other portfolio income (loss)		See the Shareholder's Instructions
B Involuntary conversions		See the Shareholder's Instructions
C Section 1256 contracts and straddles		Form 6781, line 1
D Mining exploration and reapture		See Pub 535
E Other income (loss)		See the Shareholder's Instructions
11 Section 179 deduction		See the Shareholder's Instructions
12 Other deductions		See the Shareholder's Instructions
A Cash contributions (30%)		See the Shareholder's Instructions
B Cash contributions (50%)		
C Noncash contributions (50%)		
D Noncash contributions (30%)		
E Capital gain percentage to a 50% organization		
F Capital gain percentage (20%)		
G Contributions (100%)		
H Investment interest expense		Form 4952, line 1
I Deductions — royalties, interest, and other income		Schedule E, line 18
J Section 59(e)(2) expenditures		See the Shareholder's Instructions
K Deductions — portfolio (2% floor)		Schedule A, line 23
L Deductions — portfolio (other)		Schedule A, line 28
M Preproductive expenses		See the Shareholder's Instructions
N Commercial rental real estate deduction from activities		See Form 8582 Instructions
O Reforestation credit deduction		See the Shareholder's Instructions
P Domestic production activities information		See Form 8903 instructions
Q Qualified production activities income		Form 8903, line 7
R Employer's Form W-2 wages		Form 8903, line 15
S Other deductions		See the Shareholder's Instructions
13 Credits		
A Low-income housing credit (section 42(i)(5)) from pre-2008 buildings		See the Shareholder's Instructions
B Low-income housing credit (other) from pre-2008 buildings		See the Shareholder's Instructions
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings		Form 8586, line 11
D Low-income housing credit (other) from post-2007 buildings		Form 8586, line 11
E Qualified rehabilitation expenditures (rental real estate)		See the Shareholder's Instructions
F Other rental real estate credits		
G Other rental real estate credits		
H Undistributed long-term capital gains credit		Form 1040, line 70, box a
I Alcohol and biofuel fuels credit		Form 6478, line 7
J Work opportunity credit		Form 5884, line 3
K Disabled access credit		See the Shareholder's Instructions
L Empowerment and renewal credit		Form 8844, line 3
M Credit for increasing research activities		See the Shareholder's Instructions
N Credit for employer social security and Medicare taxes		Form 8846, line 5
O Backup withholding		Form 1040, line 61
P Other credits		See the Shareholder's Instructions
14 Foreign transactions		
A Name of country or U.S. possession		Form 1116, Part I
B Gross income from all sources		
C Gross income sourced at shareholder level		Form 1116, Part I
D Passive category		
E General category		
F Other		
Deductions allocated and apportioned at shareholder level		
G Interest expense		Form 1116, Part I
H Other		Form 1116, Part I
Deductions allocated and apportioned at corporate level to foreign source income		
I Passive category		Form 1116, Part I
J General category		
K Other		
Other information		
L Total foreign taxes paid		Form 1116, Part II
M Total foreign taxes accrued		Form 1116, Part II
N Reduction in taxes available for credit		Form 1116, line 12
O Foreign trading gross receipts		Form 8873
P Extraterritorial income exclusion		Form 8873
Q Other foreign transactions		See the Shareholder's Instructions
15 Alternative minimum tax (AMT) items		
A Post-1986 depreciation adjustment		See the Shareholder's Instructions and the Instructions for Form 6251
B Adjusted gain or loss		
C Depletion (other than oil & gas)		
D Oil, gas, & geothermal — gross income		
E Oil, gas, & geothermal — deductions		
F Other AMT items		
16 Items affecting shareholder basis		
A Tax-exempt interest income		Form 1040, line 8b
B Other tax-exempt income		See the Shareholder's Instructions
C Nondeductible expenses		
D Property distributions		
E Repayment of loans from shareholders		
17 Other information		
A Investment income		Form 4952, line 4a
B Investment expenses		Form 4952, line 5
C Qualified rehabilitation expenditures (other than rental real estate)		See the Shareholder's Instructions
D Basis of energy property		See the Shareholder's Instructions
E Recapture of low-income housing credit (section 42(i)(5))		Form 8611, line 8
F Recapture of low-income housing credit (other)		Form 8611, line 8
G Recapture of investment credit		See Form 4255
H Recapture of other credits		See the Shareholder's Instructions
I Look-back interest — completed long-term contracts		See Form 8697
J Look-back interest — income forecast method		See Form 8866
K Dispositions of property with section 179 deductions		See the Shareholder's Instructions
L Recapture of section 179 deduction		
M Section 453(f)(3) information		
N Section 453A(c) information		
O Section 1260(b) information		
P Interest allocable to production expenditures		
Q CCF nonqualified withdrawals		
R Depletion information — oil and gas		
S Amortization of reforestation costs		
T Section 108(i) information		
U Other information		

Form 1120-S, Page 1, Line 19
Other Deductions

Bank Service Charges	62.
Donations/Contributions	2,755.
Dues and Subscriptions	101.
Uniforms	6,065.
Utilities	5,428.
Telephone	11,368.
Professional Fees	13,528.
Postage and Delivery	413.
Office Supplies	5,758.
Miscellaneous Service Fees	1,450.
Golf Cart	743.
Gifts/Public Relations/Advertising	400.
Total	48,071.

Form 1120-S, Page 2, Schedule A, Line 4
Schedule A, Additional 263A Cost

MATERIALS/EQUIPMENT	
DOG HANDLERS & TRAINERS	
PATROL EXPENSES-Vehicle & Transportation	
INVESTMENTS	
Uniforms	
Other Expenses-credit cards	
Sales Tax Expense	
Total	

Form 1120-S, Page 2, Schedule A, Line 5
Schedule A, Other Costs

OPERATIONALS/Maintenance/Insurance	49,391.
ROAD PATROL	44,626.
K-9 Expenses	21,745.
OTHER INVESTIGATIVE SERVICES	41,159.
Total	156,921.

Other Current Liabilities:
 Form 1120S, Schedule L, Line 18

Other Current Liabilities:	Beginning of tax year	End of tax year
Line 18 Credit -drawn down in 2008	25,000.	
Total	25,000.	

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Form 1120S

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

2008

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. See separate instructions.

For calendar year 2008 or tax year beginning, 2008, ending

Header section containing: A Selection effective date, B Business activity code number (561600), C Check if Sch M-3 attached, D Employer identification number (65-0927126), E Date incorporated, F Total assets (\$90,000), G Is the corporation electing to be an S corporation beginning with this tax year? (Yes/No), H Check if: (1) Final return, (2) Name change, (3) Address change, (4) Amended return, (5) S election termination or revocation.

Main table with columns for INCOME, DEDUCTIONS, and TAX AND PAYMENTS. Rows include: 1a Gross receipts or sales (1,024,135), 2 Cost of goods sold, 3 Gross profit, 4 Net gain (loss), 5 Other income (loss), 6 Total Income (loss), 7 Compensation of officers, 8 Salaries and wages, 9 Repairs and maintenance, 10 Bad debts, 11 Rents, 12 Taxes and licenses, 13 Interest, 14 Depreciation, 15 Depletion, 16 Advertising, 17 Pension, profit-sharing, etc., 18 Employee benefit programs, 19 Other deductions, 20 Total deductions, 21 Ordinary business income (loss), 22a Excess net passive income or LIFO recapture tax, 22b Tax from Schedule D, 23a 2008 estimated tax payments, 23b Tax deposited with Form 7004, 23c Credit for federal tax paid on fuels, 23d Estimated tax penalty, 24 Amount owed, 25 Overpayment, 26 Enter amount from line 25 Credited to 2009 estimated tax, 27 Refunded.

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Sign Here: Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. Signature of officer: David K. Kuschel, Date: 1/26/2012, Title: PUA.

Preparer's information section: Preparer's signature (David K. Kuschel), Date (1/26/2012), Check if self-employed (checked), Preparer's SSN or PTIN (264-19-9190), Firm's name (DAVID K. KUSCHEL, PA), address (27 Pennock Lane Suite 204, JUPITER, FL 33458), EIN (65-0709345).

BAA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. Phone no. (561) 747-0852. Form 1120S (2008).

COPY

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Schedule B Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	652,504.
4	Additional section 263A costs (attach statement) STMT.	4	53,395.
5	Other costs (attach statement) STMT.	5	62,218.
6	Total. Add lines 1 through 5	6	768,117.
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	768,117.

- 9a Check all methods used for valuing closing inventory:
- (i) Cost as described in Regulations section 1.471-3
 - (ii) Lower of cost or market as described in Regulations section 1.471-4
 - (iii) Other (Specify method used and attach explanation.)
- b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c)
- c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)
- d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO
- e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? **9d** Yes No
- f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If 'Yes,' attach explanation Yes No

Other Information (see instructions)

- 1 Check accounting method: a Cash b Accrual c Other (specify) Yes No
- 2 See the instructions and enter the:
- a Business activity **Security Company** b Product or service **Security Company**
- 3 At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If 'Yes,' attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made? Yes No
- 4 Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?
- 5 Check this box if the corporation issued publicly offered debt instruments with original issue discount. If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.
- 6 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years \$
- 7 Enter the accumulated earnings and profits of the corporation at the end of the tax year \$
- 8 Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If 'Yes,' the corporation is not required to complete Schedules L and M-1

Shareholders' Pro Rata Share Items

		Total amount	
1	Ordinary business income (loss) (page 1, line 21)	1	
2	Net rental real estate income (loss) (attach Form 8825)	2	-5,211.
3a	Other gross rental income (loss)	3a	
b	Expenses from other rental activities (attach statement)	3b	
c	Other net rental income (loss). Subtract line 3b from line 3a	3c	
4	Interest income	4	
5	Dividends: a Ordinary dividends	5a	
b	Qualified dividends	5b	
6	Royalties	6	
7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
b	Collectibles (28%) gain (loss)	8b	
c	Unrecaptured section 1250 gain (attach statement)	8c	
9	Net section 1231 gain (loss) (attach Form 4797)	9	
10	Other income (loss) (see instructions)	10	

INCOME (LOSSES)

		Total amount	
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12a Contributions	12a	
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶	12c (2)	
	d Other deductions (see instructions) ... Type ▶	(2) Amount ▶	
Credits	13a Low-income housing credit (section 42(j)(5))	12d	
	b Low-income housing credit (other)	13a	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13b	
	d Other rental real estate credits (see instrs) Type ▶	13c	
	e Other rental credits (see instrs) Type ▶	13d	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13e	
	g Other credits (see instructions) ... Type ▶	13f	
Foreign Transactions	14a Name of country or U.S. possession	13g	
	b Gross income from all sources		
	c Gross income sourced at shareholder level	14b	
	Foreign gross income sourced at corporate level	14c	
	d Passive category		
	e General category	14d	
	f Other (attach statement)	14e	
	Deductions allocated and apportioned at shareholder level	14f	
	g Interest expense		
	h Other	14g	
	Deductions allocated and apportioned at corporate level to foreign source income	14h	
	i Passive category		
	j General category	14i	
k Other (attach statement)	14j		
Other information	14k		
l Total foreign taxes (check one): ▶ <input type="checkbox"/> Paid <input type="checkbox"/> Accrued			
m Reduction in taxes available for credit (attach statement)	14l		
n Other foreign tax information (attach statement)	14m		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment		
	b Adjusted gain or loss	15a	
	c Depletion (other than oil and gas)	15b	
	d Oil, gas, and geothermal properties – gross income	15c	
	e Oil, gas, and geothermal properties – deductions	15d	
	f Other AMT items (attach statement)	15e	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	15f	
	b Other tax-exempt income	16a	
	c Nondeductible expenses	16b	
	d Property distributions	16c	
	e Repayment of loans from shareholders	16d	
Other Information	17a Investment income	16e	
	b Investment expenses	17a	
	c Dividend distributions paid from accumulated earnings and profits	17b	
	d Other items and amounts (attach statement)	17c	
Reconciliation	18 Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and lines 14i	18	

BAA

-5,211.

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash				
2a Trade notes and accounts receivable	40,000.		90,000.	
b Less allowance for bad debts		40,000.		90,000.
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach stmt)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation				
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (attach stmt)				
15 Total assets		40,000.		90,000.
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach stmt) .. Ln. 18 St.		0.		25,000.
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock				
23 Additional paid-in capital				
24 Retained earnings		78,229.		73,018.
25 Adjustments to shareholders' equity (att stmt)				
26 Less cost of treasury stock				
27 Total liabilities and shareholders' equity		78,229.		98,018.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more - see instructions

1 Net income (loss) per books		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a Tax-exempt interest . \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12, and 14i (itemize):		6 Deductions included on Schedule K, lines 1 through 12, and 14i, not charged against book income this year (itemize):	
a Depreciation	\$	a Depreciation	\$
b Travel and entertainment . \$		7 Add lines 5 and 6	
4 Add lines 1 through 3		8 Income (loss) (Schedule K, Ln 18). Ln 4 less Ln 7	

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21	78,229.		
3 Other additions			
4 Loss from page 1, line 21			
5 Other reductions	5,211.		
6 Combine lines 1 through 5	73,018.		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	73,018.		

Schedule K-1
(Form 1120S)

Department of the Treasury
Internal Revenue Service

2008

For calendar year 2008, or tax
year beginning _____, 2008
ending _____, _____

Final K-1

Amended K-1

671108

OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See page 2 of form and separate instructions.

Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
	-5,211.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

Part I Information About the Corporation

A Corporation's employer identification number
65-0927126

B Corporation's name, address, city, state, and ZIP code
ADVANCED NATIONAL SECURITY & INVESTIGATIONS INC.,
ADVANCED NATIONAL SECURITY & INVESTIGATIONS INC.,
110 SHORE DRIVE
RIVIERA BEACH, FL 33404

C IRS Center where corporation filed return
Ogden, UT 84201-0013

Part II Information About the Shareholder

D Shareholder's identifying number
267-53-1978

E Shareholder's name, address, city, state, and ZIP code
WILLIAM R. WUMMER
110 SHORE DRIVE
RIVIERA BEACH, FL 33404

F Shareholder's percentage of stock ownership for tax year 100.00000 %

FOR USE BY PREPARED TAXPAYER

*See attached statement for additional information.

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Schedule K-1 (Form 1120S) 2008

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	<i>Report on</i>	<i>Code</i>	<i>Report on</i>
1 Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:			
Passive loss		M Credit for increasing research activities	See the Shareholder's Instructions
Passive income		N Credit for employer social security and Medicare taxes	Form 8846, line 5
Nonpassive loss		O Backup withholding	Form 1040, line 62
Nonpassive income		P Other credits	See the Shareholder's Instructions
2 Net rental real estate income (loss)	See the Shareholder's Instructions		
3 Other net rental income (loss)	See the Shareholder's Instructions		
Net income	Schedule E, line 28, column (g)		
Net loss	See the Shareholder's Instructions		
4 Interest income	Form 1040, line 8a		
5a Ordinary dividends	Form 1040, line 9a		
5b Qualified dividends	Form 1040, line 9b		
6 Royalties	Schedule E, line 4		
7 Net short-term capital gain (loss)	Schedule D, line 5, column (f)		
8a Net long-term capital gain (loss)	Schedule D, line 12, column (f)		
8b Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)		
8c Unrecaptured section 1250 gain	See the Shareholder's Instructions		
9 Net section 1231 gain (loss)	See the Shareholder's Instructions		
10 Other income (loss)	See the Shareholder's Instructions		
Code			
A Other portfolio income (loss)	See the Shareholder's Instructions		
B Involuntary conversions	See the Shareholder's Instructions		
C Section 1256 contracts and straddles	Form 6781, line 1		
D Mining exploration costs recapture	See Pub 535		
E Other income (loss)	See the Shareholder's Instructions		
11 Section 179 deduction	See the Shareholder's Instructions		
12 Other deductions	See the Shareholder's Instructions		
A Cash contributions (50%)	See the Shareholder's Instructions		
B Cash contributions (30%)			
C Noncash contributions (50%)			
D Noncash contributions (30%)			
E Capital gain property to a 50% organization (30%)			
F Capital gain property (20%)			
G Contributions (100%)	Form 4952, line 1		
H Investment interest expense	Schedule E, line 18		
I Deductions — royalty income	See the Shareholder's Instructions		
J Section 59(e)(2) expenditures	Schedule A, line 23		
K Deductions — portfolio (2% floor)	Schedule A, line 28		
L Deductions — portfolio (other)	See the Shareholder's Instructions		
M Preproductive period expenses	See Form 8582 instructions		
N Commercial revitalization deduction from rental real estate activities	See the Shareholder's Instructions		
O Reforestation expense deduction	See Form 8903 Instructions		
P Domestic production activities information	Form 8903, line 7		
Q Qualified production activities income	Form 8903, line 15		
R Employer's Form W-2 wages	See the Shareholder's Instructions		
S Other deductions	See the Shareholder's Instructions		
13 Credits			
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions		
B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions		
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11		
D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11		
E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions		
F Other rental real estate credits			
G Other rental credits	Form 1040, line 68, box a		
H Undistributed capital gains credit	Form 6478, line 9		
I Alcohol and cellulosic biofuel fuels credit	Form 5884, line 3		
J Work opportunity credit	See the Shareholder's Instructions		
K Disabled access credit	Form 8844, line 3		
L Empowerment zone and renewal community employment credit			
		14 Foreign transactions	
		A Name of country or U.S. possession	Form 1116, Part I
		B Gross income from all sources	
		C Gross income sourced at shareholder level	
		<i>Foreign gross income sourced at corporate level</i>	
		D Passive category	Form 1116, Part I
		E General category	
		F Other	
		<i>Deductions allocated and apportioned at shareholder level</i>	
		G Interest expense	Form 1116, Part I
		H Other	Form 1116, Part I
		<i>Deductions allocated and apportioned at corporate level to foreign source income</i>	
		I Passive category	Form 1116, Part I
		J General category	
		K Other	
		<i>Other information</i>	
		L Total foreign taxes paid	Form 1116, Part II
		M Total foreign taxes accrued	Form 1116, Part II
		N Reduction in taxes available for credit	Form 1116, line 12
		O Foreign trading gross receipts	Form 8873
		P Extraterritorial income exclusion	Form 8873
		Q Other foreign transactions	See the Shareholder's Instructions
		15 Alternative minimum tax (AMT) items	
		A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
		B Adjusted gain or loss	
		C Depletion (other than oil & gas)	
		D Oil, gas, & geothermal — gross income	
		E Oil, gas, & geothermal — deductions	
		F Other AMT items	
		G Other AMT items	
		16 Items affecting shareholder basis	
		A Tax-exempt interest income	Form 1040, line 8b
		B Other tax-exempt income	See the Shareholder's Instructions
		C Nondeductible expenses	
		D Property distributions	
		E Repayment of loans from shareholders	
		F Repayment of loans from shareholders	
		17 Other information	
		A Investment income	Form 4952, line 4a
		B Investment expenses	Form 4952, line 5
		C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
		D Basis of energy property	See the Shareholder's Instructions
		E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
		F Recapture of low-income housing credit (other)	Form 8611, line 8
		G Recapture of investment credit	Form 4255
		H Recapture of other credits	See the Shareholder's Instructions
		I Look-back interest — completed long-term contracts	See Form 8697
		J Look-back interest — income forecast method	See Form 8866
		K Dispositions of property with section 179 deductions	See the Shareholder's Instructions
		L Recapture of section 179 deduction	
		M Section 453(f)(3) information	
		N Section 453A(c) information	
		O Section 1260(b) information	
		P Interest allocable to production expenditures	
		Q CCF nonqualified withdrawals	
		R Depletion information — oil and gas	
		S Amortization of reforestation costs	
		T Other information	

Form 1120S, Page 1, Line 19

Other Deductions

Bank Service Charges	
Contributions	314.
Other Security Equipment	899.
EQUIPMENT RENTAL	6,524.
Public Relations	7,002.
Printing & Reproduction	6,376.
OFFICE EMPLOYEE BENEFITS/SUPPLIES	
Miscellaneous	
Professional Fees	404.
TRAVEL/ENTERTAINMENT	6,316.
Telephone	5,415.
UTILITIES	9,366.
Office Supplies	6,189.
Rounding Adjustment	4,539.
TELEPHONE	9.
Dues & Subscriptions	
MISCELLANEOUS	
INSURANCE	
	16,676.
PRINTING & REPRODUCTION	
Total	<u>70,029.</u>

Form 1120S, Page 2, Schedule A, Line 4

Schedule A, Additional 263A Cost

MATERIALS/EQUIPMENT	
DOG HANDLERS & TRAINERS	12,552.
PATROL EXPENSES-Vehicle & Transportation	10,190.
INVESTIGATIONS	9,346.
Uniforms	15,339.
Other expenses-credit cards	5,968.
Sales Tax Expense	
Total	<u>53,395.</u>

Form 1120S, Page 2, Schedule A, Line 5

Schedule A, Other Costs

OPERATIONS	
ROAD PATROL	7,937.
K-9 Expenses	11,607.
VEHICLE MAINTENANCE/INSURANCE	14,384.
OTHER INVESTIGATIVE SERVICES	23,486.
	4,804.
Total	<u>62,218.</u>

Other Current Liabilities:
1120S, Schedule L, Line 18

Other Current Liabilities:	Beginning of tax year	End of tax year
Line of Credit -drawn down in 2008	0.	25,000.
Total	<u>0.</u>	<u>25,000.</u>

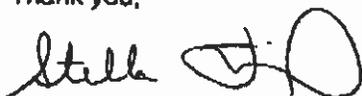
February 3, 2012

To Whom It May Concern:

AGG of America, LLC was inactive for the tax years 2009 and 2010. The tax return for 2010 is attached. There was no activity for the tax return 2009.

On October 7, 2011, AGG of America, LLC, owned by Stella Friedland, purchased the assets of Advanced National Security & Investigations, Inc.

Thank you,

A handwritten signature in cursive script, appearing to read "Stella" followed by a stylized monogram or initials.

Stella Friedland, Managing Director

AGG of America, LLC

2011 10th Ave North, Suite 12

Lake Worth, FL 33461

561-586-3006 (main office)

407-257-7101 (cell)

Form 1120S

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Department of the Treasury Internal Revenue Service

Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. See separate instructions.

2010

For calendar year 2010, or tax year beginning 2010, and ending 20

A Selection effective date 07/02/09

Use the IRS label. Otherwise, print or type.

Name Number, street, room/suite no. City, state, and ZIP code
AGC of America, LLC
14951 Royal Oaks Lane, Apt 2609
North Miami, FL 33181

D Employer identification no. 27-0497600

E Date incorporated 07/02/09

F Total assets (see instructions) \$ 0

G Is the corporation electing to be an S corporation beginning with this tax year? Yes No
H Check it: (1) Final return (2) Name change (3) Address change (4) Amended return (5) S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

INCOME SECTION INSTRUCTIONS

Table with 27 rows for income and deductions. Includes sections for Gross receipts, Cost of goods sold, Compensation of officers, Deductions, and Tax and Payments.

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
Signature of officer: [Signature] Date: 09/30/2011 Title: Managing Director

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Print preparer's name: Marvin M. Sonne, EA
Preparer's signature: [Signature] Date: 09/14/11
Check if self-employed: [X] PTIN: P00337785
Firm's name: Sonne & Company, LLC
Firm's address: 49 W Charlotte Avenue, Eustis, FL 32726
EIN: 51-0664988
Phone no.: (352) 357-1780

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. SBA Copyright 2010 Saxon Tax Software

Form 1120S (2010)

Form 1120S (2010) AGG of America, LLC 27-0197600

Schedule A: Cost of Goods Sold (See the instructions)

Page 2

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) Cost as described in Regulations section 1.471-3
(ii) Lower of cost or market as described in Regulations section 1.471-4
(iii) Other (specify method used and attach explanation) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c).....▶

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970).....▶

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO.....▶ 9d

e If property is produced or acquired for resale, do the rules of Section 263A apply to the corporation?.....▶ Yes No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory?.....▶ Yes No
If "Yes," attach explanation.

Schedule B: Other Information (See instructions)

	Yes	No
1	Check accounting method: (a) <input checked="" type="checkbox"/> Cash (b) <input type="checkbox"/> Accrual (c) <input type="checkbox"/> Other (specify) ▶	
2	See the instructions and enter the: (a) Business activity ▶ <u>Inactive</u> (b) Product or service ▶ <u>Inactive</u>	
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN) (b) percentage owned, and (c) if 100% owned, was a QSub election made?.....▶	
4	Has the corporation filed, or is it required to file, Form 8878, Mutual Advisor Disclosure Statement, to provide information on any reportable transaction?.....▶	
5		<input checked="" type="checkbox"/>
Check this box if the corporation issued publicly offered debt instruments with original issue discount.....▶ <input type="checkbox"/> If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions).....▶ \$	
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year.▶ 5	
8	Are the corporation's total receipts (see the instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.▶	
9	<input checked="" type="checkbox"/>	
During the year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		

Schedule K: Shareholders' Pro Rata Share Items

	Total amount
1	Ordinary business income (loss) (page 1, line 21).....▶ 1
2	Net rental real estate income (loss) (attach Form 9825).....▶ 2
3a	Other gross rental income (loss).....▶ 3a
b	Expenses from other rental activities (attach statement).....▶ 3b
c	Other net rental income (loss). Subtract line 3b from line 3a.....▶ 3c
4	Interest income.....▶ 4
5	Dividends: a Ordinary dividends.....▶ 5a
b	Qualified dividends.....▶ 5b
6	Royalties.....▶ 6
7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S)).....▶ 7
8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S)).....▶ 8a
b	Collectibles (28%) gain (loss).....▶ 8b
c	Unrecaptured section 1250 gain (attach statement).....▶ 8c
9	Net section 1231 gain (loss) (attach Form 4797).....▶ 9
10	Other income (loss) (see instructions) Type ▶.....▶ 10

AGG of America, LLC 27-0497600
Form 1120S (2010)

		Shareholders' Pro Rata Share Items (continued)		Page 3
				Total amount
Deductions	11 Section 179 expense deduction (attach Form 4562)	11		
	12a Contributions	12a		
	b Investment interest expense	12b		
	c Section 59(e)(2) expenditures: (1) Type ▶	12c(2)		
	d Other deductions (see instructions) Type ▶ (2) Amount ▶	12d		
Credits	13a Low-income housing credit (section 42(i)(5))	13a		
	b Low-income housing credit (other)	13b		
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3409)	13c		
	d Other rental real estate credits (see instructions) Type ▶	13d		
	e Other rental credits (see instructions) Type ▶	13e		
	f Alcohol and cellulosic biofuel fuels credit (attach Form 8478)	13f		
	g Other credits (see instructions) Type ▶	13g		
Foreign Transactions	14a Name of country or U.S. possession ▶	14a		
	b Gross income from all sources	14b		
	c Gross income sourced at shareholder level	14c		
	Foreign gross income sourced at corporate level	14d		
	d Passive category	14e		
	e General category	14f		
	f Other (attach statement)	14g		
	Deductions allocated and apportioned at shareholder level:	14h		
	g Interest expense	14i		
	h Other	14j		
	Deductions allocated and apportioned at corporate level to foreign source income:	14k		
	i Passive category	14l		
	j General category	14m		
	k Other (attach statement)	14n		
Other information	14o			
l Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14p			
m Reduction in taxes available for credit (attach statement)	14q			
n Other foreign tax information (attach statement)	14r			
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a		
	b Adjusted gain or loss	15b		
	c Depletion (other than oil and gas)	15c		
	d Oil, gas, or geothermal properties--gross income	15d		
	e Oil, gas, or geothermal properties--deductions	15e		
	f Other AMT items (attach statement)	15f		
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a		
	b Other tax-exempt income	16b		
	c Nondeductible expenses	16c		
	d Property distributions	16d		
	e Repayment of loans from shareholders	16e		
Other Information	17a Investment income	17a		
	b Investment expenses	17b		
	c Dividend distributions paid from accumulated earnings and profits	17c		
	d Other items and amounts (attach statement)	17d		
Reconciliation	Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18		

Form 1120S (2010) AGG of America, LLC 27-0497600

Schedule L: Balance Sheets per Books

Page 4

Assets	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation				
11a Depletable assets				
b Less accumulated depletion				
12 Land (not of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (attach statement)				
15 Total assets				
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 yr.				
18 Other current liabilities (attach statement)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock				
23 Additional paid-in capital				
24 Retained earnings				
25 Adjustments to shareholders' equity (attach stmt.)				
26 Loss cost of treasury stock				
27 Total liabilities and shareholders' equity				

Schedule M-1: Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of schedule M-1 if total assets are \$10 million or more—see instructions

1 Net income (loss) per books		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2 Income included on Sch K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this yr. (itemize):		a Tax-exempt int. \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12, and 14 (itemize):		6 Deductions included on Schedule K, lines 1 through 12, and 14, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment \$		7 Add lines 5 and 6	
4 Add lines 1 through 3		8 Income (loss) (Schedule K, line 10; Line 4 less line 7)	

Schedule M-2: Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year	0.	0.	0.
2 Ordinary income from page 1, line 21			
3 Other additions			
4 Loss from page 1, line 21			
5 Other reductions			
6 Combine lines 1 through 5			
7 Distributions other than dividend distributions			
8 Bal. at end of tax year. Subl. line 7 from line 6			



THE PRIVATE BANK

350 East Las Olas Boulevard
Suite 1900
Fort Lauderdale, FL 33301

August 17, 2012

Subj: AGG of America LLC
Stella Friedland

To Whom It May Concern:

Please be advised that subjects have been clients of Wells Fargo Bank, for many years. Their accounts have always been handled in an exemplary manner and their balances average in the mid 6 figures. It is also worth mentioning that AGG of America LLC has the financial stability to complete any services that you may require.

Should you need any additional information, please do not hesitate to contact me.

Sincerely yours

A handwritten signature in dark ink, appearing to read "Sylvia Gicala", written over a horizontal line.

Sylvia Gicala
Private Client Associate
Officer

/sg

**C-1
Civil Litigation**

Please provide a summary of any and all civil litigation your firm has been involved with since November 1992. Include any and all litigation with Government Entities, customers, and suppliers. Copy this page and attach additional sheets if necessary. Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants:
Brief Description of Case: <i>None</i>
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

Please provide a summary of any and all criminal litigation your firm has been involved with since November 1992. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description: None
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

LAKE PARK CRA
AND
AGG of America LLC
d/b/a Advanced National Security &
Investigations

THIS CONTRACT, made this _____ day of _____, 2012, by and between the Lake Park CRA hereinafter designated as the "CRA", and AGG of America USA Florida Corporation, State of Florida License No. B1100262; FEID Number 27-0497600, 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 8/23/12, 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 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 upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

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 \$22,000.

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 addendums thereto.
- b) CONTRACTOR'S Bid 01-12;
- 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 CONTRACTOR. 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 undertakes 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 TOWN**

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 competed 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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas A. Baird, Attorney for CRA

CONTRACTOR

By: _____

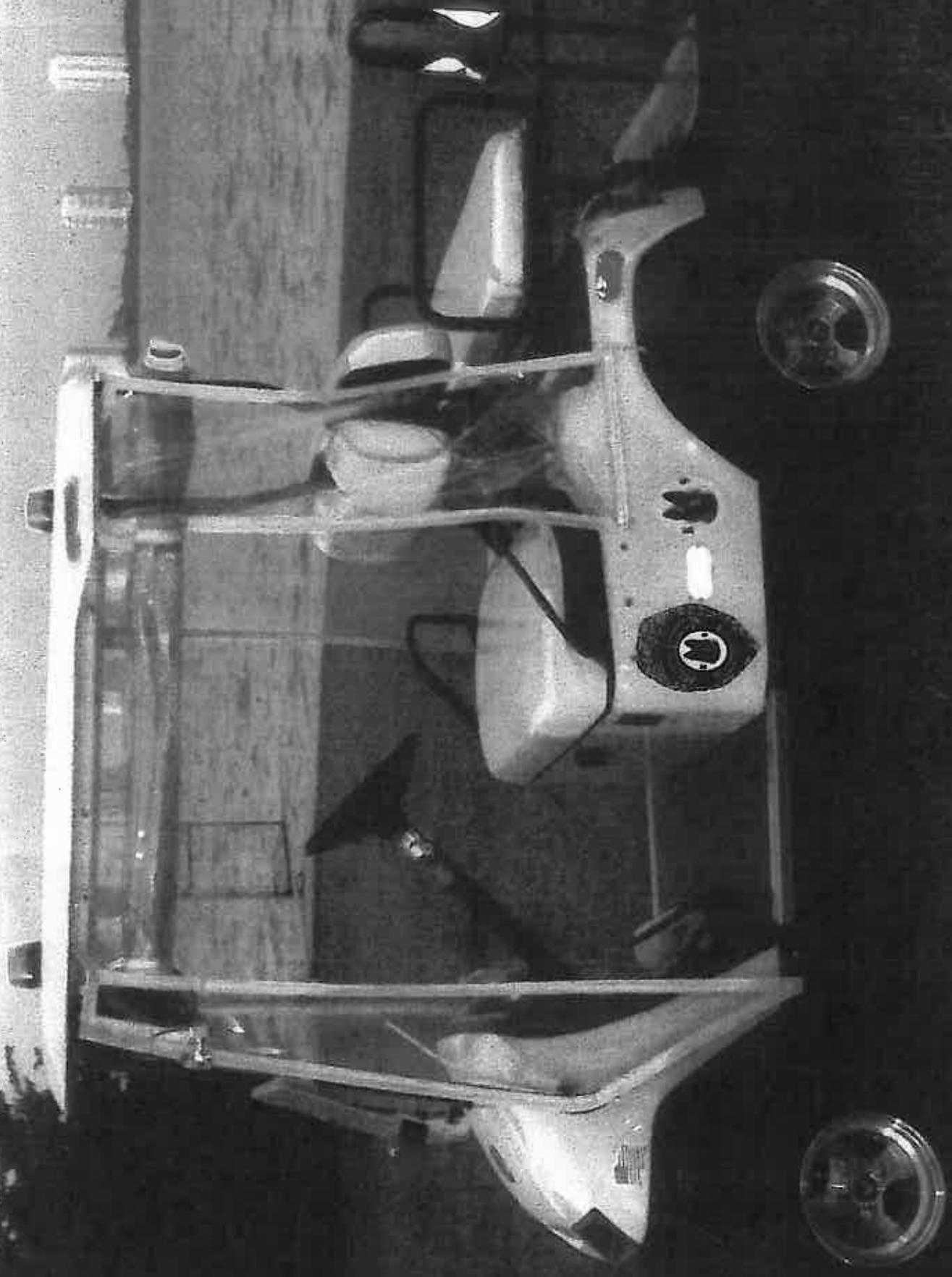
Its: _____

SWORN TO and subscribed before me this _____ day of _____ 2012.

(Notary Seal)

Notary Public







800-586-1712

4100346
11/16/04
09/10/05

- DANGER WORK DOG**
- Security Officers
 - Roving Patrols
 - K-9 Dogs

Advanced National
Security
& Investigations

Service you can trust

K-9 Security Patrol

921

Banners/Display

copy

BID FORM

1. INDEMNIFICATION

L.S. \$ 100.00

Straight Time Min. 4 Hour
Straight Time Full 8 Hour Shift

\$ 14.00 /hr.
\$ 14.00 /hr.

Overtime/Holiday

\$ 21.00 /hr.

Special Event Guard:

Straight Time Min. 4 Hour
Straight Time Full 8 Hour Shift
Overtime/ Holiday

\$ 14.00 /hr.
\$ 14.00 /hr.
\$ 21.00 /hr.

**Provide and Maintain Golf Cart and Cell Phone specifically
for CRA security service**

\$ 35.00 /wk.

**Bidder acknowledges CRA estimated annual contract amount of \$22,000.00 averaging 28
hours per week. Overtime is considered time over and above an eight hour shift.**

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer Identification Number: _____

CORPORATION

By: George J Lockhart / George J Lockhart
(Signature) (Print name)

Address: 3315 Broadway
West Palm Bch, Fl. 33407

Telephone: 561-659-6444 Fax: 561-659-6451

Taxpayer Identification Number: 65-0971455

State Under Which Corporation Was Chartered: Florida

(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida)

Corporate President: George J. Lockhart
(Print Name)

Corporate Secretary: Aaron D. Lockhart
(Print Name)

Corporate Treasurer: Anthony R. Lockhart
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s _____

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: George J. Lockhart

Address: 3315 Broadway, WPB, FL. 33407

Telephone: (561) 818-3598

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: Same as above

Address: _____

Telephone: () _____

REFERENCES

As specified in the Standard Terms and Conditions of this Bid Document, Bidders are to present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this bid document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1. Hendricks Brothers Construction Northboro Elementary School Tony	2200 CentrePark Dr. #100
	West Palm Bch, FL 33409
	Date(s) Service Provided 2009 to 2011
	PHONE: 561-389-3955
	FAX: 561-906-7629
2. City of West Palm Beach Currie Park Captain Kalil	600 Baynan Blvd
	West Palm Bch
	Date(s) Service Provided 7/12 to current
	PHONE: 561-822-1937
	FAX: 561-822-1893
3. Mendith Realty Joe Kirby	1640 Forum Place
	West Palm Bch, FL 33407
	Date(s) Service Provided 1984 to current
	PHONE: 561-689-8989
	FAX:
4. Tabernacle missionary Baptist Church Gwen Ferguson	801 8 th Street
	West Palm Bch, FL 33407
	Date(s) Service Provided 1980 to current
	PHONE: 561-832-8338
	FAX:

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared George J Lockhart, who, after being by me first duly sworn, deposes and says:

(1) I am owner of lockhart International Investigations the bidder that has submitted a proposal to perform work for the following project: + Security Patrol

Bid #: 01-12 Bid Name: Officer Patrol Services (unarmed)

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

George J Lockhart
Signature

Subscribed and sworn to (or affirmed) before me this 20th day of August, 2012 by

George J. Lockhart, who is personally known to me or who has produced _____ as identification.

SEAL:



GWENDOLYN P. FERGUSON
MY COMMISSION # EE 150882
EXPIRES: December 28, 2015
Bonded Thru Budget Notary Services

Notary Signature: Gwendolyn P. Ferguson

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared George J Lockhart who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He/she is owner of Lockhart International Investigations, Security Patrol, the Bidder that has submitted a proposal to perform work for the following:

Bid #: 01-12 Bid Name: Security Officer Patrol Services (unarmed)

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed Contract: and;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

George J Lockhart
Signature

Subscribed and sworn to (or affirmed) before me this 20th day of August 2012 by George J Lockhart, who is personally known to me or who has produced _____ as identification.

SEAL:



GWENDOLYN P. FERGUSON
MY COMMISSION # EE 150882
EXPIRES: December 28, 2015
Bonded Thru Budget Notary Services

Notary Signature: Gwendolyn P. Ferguson

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____
Expires on: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

Lockhart International Investigation
+ Security Patrol

3315 Broadway

West Palm Bch, Fl. 33407

George J. Lockhart
Signature

George J. Lockhart / owner
Name and Title

8/17/12
Date

SEAL:

Notary Signature: Gwendolyn P. Ferguson
Notary Name: Gwendolyn P. Ferguson
Notary Public-State of Florida

My Commission # GWENDOLYN P. FERGUSON
 MY COMMISSION # EE 150882
Expires on: EXPIRES: December 28, 2015
Bonded Thru Budget Notary Services

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TOWN OF LAKE PARK CRA
(print name of public entity)
by Lockhart International Investigation & Security Patrol
(print individual's name and title)
for George J. Lockhart / owner
(print name of entity submitting sworn statement)

2. Whose address is 3315 Broadway
West Palm Bch. Fl. 33407
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0971455
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) **Florida Statutes**, means:
 - i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm's length agreement shall be prima facie case that one person controls another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e) Florida Statutes, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.
7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

George J. Lockhart
(Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 20th day of August 2012, by George J. Lockhart as Principal Owner of Lockhart International Investigations who is personally known to me or has produced _____ as identification.

SEAL:

Notary Signature: Gwendolyn P. Ferguson

Notary Name: Gwendolyn P. Ferguson



GWENDOLYN P. FERGUSON
MY COMMISSION # EE 150882
EXPIRES: December 28, 2015
Bonded Thru Budget Notary Services

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: City of West Palm Bch Currie Park

Address: 600 Bayman Blvd.

West Palm Bch Fl. 33407
 City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1. Chief George Lockhart	Chief	(561) 878-3598	(561) 659-6457
2. Sgt. Jimmy Gibson	Sgt.	(561) 659-6444	()
3.		()	()

DATE OF CONTRACT

Contract start date 7/1/2012 Contract expiration date current
 (NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? _____

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? _____

For how long has the contract time been extended _____

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount _____

Final Contract Amount _____

August 20, 2012

LOCKHART INTERNATIONAL SECURITY & P
627 30TH ST
WEST PALM BEACH FL 33407-5123

To LOCKHART INTERNATIONAL SECURITY & P

Thank you for your recent request for information regarding the status of your deposit accounts at Bank of America, N.A. Our records indicate the following status on your account(s):

<u>TYPE OF ACCOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>CURRENT BALANCE</u>	<u>AVERAGE BALANCE</u>	<u>DATE OPENED</u>
CHECKING	XXXXXX 9252	\$1,464.87	\$25.00	2/6/2008
CHECKING	XXXXXX 9236	\$332.14	\$599.00	2/6/2008
SAVINGS	XXXXXX 7201	\$25.00	\$25.00	11/23/2010

Average balance information for accounts, if reported, is based on the previous three months. Average balance information is not available for time deposit accounts.

We trust that this confidential information will be of assistance to you.

Sincerely,

Bank of America
Customer Service & Support
1.800.862.1111 - Model Ref:

Our response is commensurate with the purpose and amount of your inquiry. The information provided is strictly confidential and intended for use solely by the requesting party and in reliance on your statement of intended purpose or use. The information is furnished as a matter of courtesy without a duty to do so and without responsibility, liability or warranty, express or implied, on the part of Bank of America to you or any third party. Information is obtained from electronic data sources, which may not contain all information in Bank of America's possession. Information is not guaranteed to be accurate and may be a matter of opinion. We do not accept any responsibility for errors, omissions or alterations after delivery. The information is constantly changing and therefore subject to change without notice. Bank of America will not update this response unless another written inquiry is received. This information applies to the name of the subject of the inquiry as styled in your request and does not include any indirect or related accounts or obligations, unless expressly specified in our response. Bank of America encourages you to contact more than one credit reference prior to making any credit decision. If you received this response by FAX, and you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of the information contained in this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the message to us by mail.

LOCKHART INTERNATIONAL INVESTIGATION AND SECURITY PATROL
3315 BROADWAY
WEST PALM BEACH, FL 33407
561-659-6444 OFFICE
561-659-6451 FAX
Lockhart@lockhartsec.comcastbiz.net

Business Expenses
January-December 2011

Payroll	\$31,000.00
Insurance (WC and Liability)	\$20,800.00
Rent (George Cesar)	\$ 9,600.00
Electricity (FPL)	\$ 3,500.00
Phone & Internet (Comcast)	\$ 8,000.00
Cell Phone (Verizon)	\$18,000.00
Water (City of WPB)	\$ 3,000.00
Gas (Auto)	\$12,600.00
Car Repair	\$ 3,500.00
Radio Equipment	\$ 600.00
Office Supplies	\$ 7,000.00
Uniforms	\$11,000.00
Taxes	
Department of Revenue	\$ 4,657.55
IRS Settlement	\$ 4,200.00
Licenses	\$ 2,540.00
Travel	\$ 5,000.00
Food/Lodging	\$ 4,000.00
Advertising	\$ 2,500.00
Charitable	\$ 1,500.00
Losses	\$ 1,500.00

Financial Stability

Bidder must demonstrate financial stability sufficient for the Pre-Qualification Committee to conclude that the Bidder has the financial ability to service the Town for the term of the Agreement. The Bidder must provide a statement of Bidder's financial stability, including information on current or prior bankruptcy proceedings. Bidder must include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable. Financial reports provided must include, at a minimum, the last three years' balance sheets, income statements and statements of cash flow for the Bidding Entity. Bidders that have less than five years' experience must provide applicable statements for each year of operation.

In order to be compliant with this section, Bidders must provide the following:

- 1) A statement of financial stability in the name of the Bidder including information as to current or prior bankruptcy proceedings and information on available Lines of Credit including current and historical outstanding balances.
- 2) A copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable.
- 3) The last three years of financial reports, including at a minimum, balance sheets, income statements, and statements of cash flow. For those companies with less than five years' experience, Bidders should submit such financial statements for each year of operation.
- 4) A letter from the Bidder's financial institution attesting to the financial stability of the Bidder and that the Bidder has the financial strength and stability to complete the services in accordance with the contract requirements.

(C)

Litigation and Criminal Convictions

The Bidder must provide a summary of all civil litigation the company has been directly or indirectly involved in from November 5, 1997 to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers Compensation claims and/or employment related issues need not be reported.

The Bidder must also provide a summary of all criminal convictions and current indictments of the company and/or its officers from November 5, 1992 to the present. The Pre-Qualification Committee may disqualify a Bidder with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, Bidders must submit completed Forms C1 and C2 and should provide any supporting documentation the Bidder believes is appropriate to clarify and support the information provided on Forms C1 and C2.

N/A

**C-1
Civil Litigation**

Please provide a summary of any and all civil litigation your firm has been involved with since November 1992. Include any and all litigation with Government Entities, customers, and suppliers. Copy this page and attach additional sheets if necessary. Please attach any additional information you feel is necessary to clarify and support the information in this form.

N/A

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

N/A

Please provide a summary of any and all criminal litigation your firm has been involved with since November 1992. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.
Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**

DIVISION OF LICENSING

LICENSE NO. B 2700087

ISSUE DATE: 07/28/11

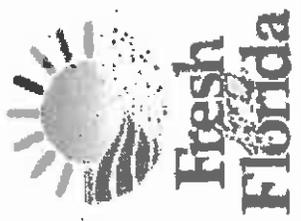
**THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING**

JUNE 13, 2014

SECURITY AGENCY

**LOCKHART INTERNATIONAL
INVEST. & SEC. PATROL, INC.
3315 BROADWAY
WEST PALM BEACH, FL 33407**

- LOCKHART, GEORGE J.
- PRESIDENT
- LOCKHART, GEORGE LEWIS
- OTHER
- LOCKHART, ANTHONY R.
- OTHER
- LOCKHART, AARON DAVID
- OTHER



A handwritten signature in black ink, appearing to read "Adam H. Putnam".

**ADAM H. PUTNAM
COMMISSIONER**

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**

DIVISION OF LICENSING

LICENSE NO. A 2700154

ISSUE DATE: 08/03/11

**THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING JUNE 10, 2014**

PRIVATE INVESTIGATIVE AGENCY

**LOCKHART INTERNATIONAL
INVEST. & SEC. PATROL, INC.
3315 BROADWAY
WEST PALM BEACH, FL 33407**

**LOCKHART, GEORGE J.
PRESIDENT
LOCKHART, GEORGE LEWIS
OTHER
LOCKHART, ANTHONY R.
OTHER
LOCKHART, AARON DAVID
OTHER**



**Fresh
Florida**



**ADAM H. PUTNAM
COMMISSIONER**

PRIVATE INVESTIGATOR LICENSE
STATE OF FLORIDA



LOCKHART, GEORGE J.
06/23/54 M B
C 8604723 03/09/10 03/23/12

The above named individual is licensed by the Department of Agriculture & Consumer Services, Division of Licensing in accordance with Chapter 405, Florida Statutes.

Charles H. Bronson
CHARLES H. BRONSON
COMMISSIONER

SECURITY/INVESTIGATIVE AGENCY MGR
STATE OF FLORIDA



LOCKHART, GEORGE J.
627 30TH STREET
WEST PALM BEACH, FL 33407

BIRTH DATE: 06/23/54 SEX: M RACE: B
LICENSE NUMBER: C 8604723 EXPIRES: 03/23/12

The above named individual is licensed by the Department of Agriculture & Consumer Services, Division of Licensing in accordance with Chapter 405, Florida Statutes.

Adam H. Putnam
ADAM H. PUTNAM
COMMISSIONER

SECURITY OFFICER INSTRUCTOR LICENSE
STATE OF FLORIDA



LOCKHART, GEORGE J.
627 30TH STREET
WEST PALM BEACH, FL 33407

BIRTH DATE: 06/23/54 SEX: M RACE: B
LICENSE NUMBER: C 8604723 EXPIRES: 03/23/12

The above named individual is licensed by the Department of Agriculture & Consumer Services, Division of Licensing in accordance with Chapter 405, Florida Statutes.

Adam H. Putnam
ADAM H. PUTNAM
COMMISSIONER

SECURITY OFFICER INSTRUCTOR LICENSE
STATE OF FLORIDA



LOCKHART, GEORGE J.
519 25TH STREET
WEST PALM BEACH, FL 33407

BIRTH DATE: 06/23/54 SEX: M RACE: B
LICENSE NUMBER: C 8604723 EXPIRES: 07/12/12

The above named individual is licensed by the Department of Agriculture & Consumer Services, Division of Licensing in accordance with Chapter 405, Florida Statutes.

Charles H. Bronson
CHARLES H. BRONSON
COMMISSIONER

SECURITY OFFICER
STATE OF FLORIDA



LOCKHART, GEORGE J.
627 30TH ST
WEST PALM BEACH, FL 33407

BIRTH DATE: 06/23/54 SEX: M RACE: B
LICENSE NUMBER: C 8604723 EXPIRES: 11/08/13

The above named individual is licensed by the Department of Agriculture & Consumer Services, Division of Licensing in accordance with Chapter 405, Florida Statutes.

Adam H. Putnam
ADAM H. PUTNAM
COMMISSIONER

Florida
DRIVER LICENSE CLASS E
L263-300-36-217-1



GEORGE LOCKHART
627 30TH ST
WEST PALM BEACH, FL 33407-0000
DOB: 06-17-1954 SEX: M
ISSUED: 05-31-2011 EXPIRES: 05-17-2019
REST: 4-3

George Lockhart

LOCKHART INTERNATIONAL INVESTIGATION
&
SECURITY PATROL
MANAGEMENT TEAM

Lockhart International Investigation & Security Patrol has two (2) offices, our corporate office is located at 3315 Broadway, West Palm Beach, FL 33407 and a branch office located a 5 Thedora Lane, Nassau, Bahamas.

Our Palm Beach County Office also includes a state certified training school.

CHAIN OF COMMAND

George J Lockhart
Chief Officer/CEO

George L Lockhart
Assistant to Chief Officer
In charge of payroll, accounting & taxes

Aaron D Lockhart
In charge of licenses and meeting state requirements, project manager

Anthony R Lockhart
In charge of Public Relations, obtaining contracts for the agency, legal advisor

Noble Lockhart
Works with Anthony Lockhart for Public Relations for the Company

Karen Purrington
Administrative Assistant to Chief Lockhart



**PERSONAL RESUME
GEORGE L LOCKHART**

Training and Education

Graduate of Tuskegee University

Received a B.S. Degree in accounting with an emphasis in business

Holds an M. ED in mathematics and a certification for Education Leadership

1989-1991

Employed by the Internal Revenue Service

1991-Present

Employed by the Palm Beach County School Board

1980-Present

Helps manage day to day aspects of Lockhart International Investigation and Security Patrol

Received from the State of Florida a Class D & G license



**PERSONAL RESUME
AARON D LOCKHART**

1984

Graduated North Shore High School

1985

Earned degree in Political Science at the University of Maryland (European Division)

1986-1988

Served in The United States Army

1988-Present

Serves in the National Guard as Staff Sergeant

1988-1998

Employed by the State of Florida (HRS)

Continuing Education at Florida State University for an M.S. Degree in Political Science

Serves as Project Manager for Lockhart International Investigation and Security Patrol training new officers for various posts and duties

Received from the State of Florida a Class D & G license



**PERSONAL RESUME
ANTHONY R LOCKHART**

1986

Graduated North Shore High School

1987

Attended Palm Beach Junior College

1988-1989

Manager AMC Theaters

1993

Received a BS Degree in Criminal Justice with a concentration in Law Enforcement and a MS Degree in Guidance and counseling with a special emphasis in occupational and school counseling from Jackson State University

1993-1996

Served as Recreation Coordinator for the City of Jackson, Mississippi

1996-2008

Employed by the Palm Beach County School Board as a guidance counselor

Counselor for the Batter's Intervention Palm Beach County Agency curtailing wife abuse and battering.

2008-Present

Employed by Palm Beach County School Board as Principal

1980 to Present

In charge of Public Relations for Lockhart International Investigation & Security Patrol

Received from the State of Florida Class D License Training

CORPORATE INFORMATION

Lockhart International Investigation & Security Patrol

3315 Broadway
West Palm Beach, FL 33407

561-659-6444 Office
561-659-6451 Fax

Private Investigation Agency License A2700154

Security Agency License B2700087

Security Officer School License DS1100071

Private Investigator License C8600726

Security Officer License D9718187

Security Officer School Instructor License DI2100106

State Wide Firearm License G8800870

Manager Investigative and Security Agency License M1100037

Incorporated Document Number P01000005159

Company President: George J Lockhart

Federal Tax ID Number 65-0971455

**LOCKHART INTERNATIONAL INVESTIGATION
&
SECURITY PATROL
HIRING PROCEDURES**

Each and every individual wishing to be employed by Lockhart International Investigation & Security Patrol, must complete the following:

1. Interview
2. Complete screening for Criminal background
3. 40 Hour course mandatory by State and pass a 2 part exam of all material presented
4. Bonding
5. Physical Exam
6. Drug Testing
7. Fingerprints for state approval

Any of the above not completed will result in dismissal of application.

**LOCKHART INTERNATIONAL INVESTIGATION
&
SECURITY PATROL
SCREENING PROCESS**

Applicants are screened in our West Palm Beach, Florida Corporate Offices.

This comprehensive screening includes, personal interviews, testing and in depth background and reference checks.

Our screening process also includes

**** Multiple Drug Testing**

**** Criminal Record Check**

**** Credit & Social Security Check**

**** Drivers License Check**

**** Former Employers Reference Checks**

1. **Drug Screenings:** A complete drug screening, urinalysis is conducted to detect the presence of cocaine, crack, marijuana, alcohol, amphetamines, heroin, and all derivatives of these substances.
2. **Criminal Check:** County Court records checked
3. **Credit Report:** Review of credit history and verification of name and past addresses
Social Security: Confirmation of citizenship, verification of name & address, match information with credit.
4. **License Check:** Through a drivers license records check, we again verify identity and review for a history of serious violations including but not limited to driving under the influence of alcohol and/or drugs.
5. **Former Employer Reference Checks:** Confirmation of work history and job performance.

Lockhart International Investigation & Security Patrol uses all available information to develop a complete background and profile on personnel prior to offer of employment.

This process gives Lockhart International Investigation & Security Patrol the opportunity of making a more educated decision regarding offers of employment as a security officer with Lockhart International Investigation & Security Patrol.

**LOCKHART INTERNATIONAL INVESTIGATION
&
SECURITY PATROL
TRAINING REQUIREMENTS**

- 1 ½ Hours- Chapter 493, Florida Statutes and Division of Licensing Rules
- 2 ½ Hours- Legal Issues and Civil Liability
- 2 Hours- Basic Emergency First Aid
- 2 Hours- Emergency Procedures
- 2 Hours- Ethics and Professional Conduct
- 2 Hours- Patrol Techniques
- 3 Hours- Observation Techniques and Report Writing
- 2 Hours- Fire Detection, Suppression and Life Safety
- 2 Hours- Crime and Accident Prevention Techniques and Practices
- 1 Hour - Crime and Accident Scene Protection
- 2 Hours- Public Relations
- 1 Hour - Courtroom Procedure
- 1 Hour - Interviewing Techniques
- 2 Hours- Fundamentals of Personal Security
- 2 Hours- Interpersonal Communications
- 1 Hour - Professional Communications
- 1 Hour - Traffic Directions
- 1 Hour - Crowd Control
- 4 Hours- Special Problems for Security
- 3 Hours- Terrorism

The Curriculum above is required by the State of Florida, Division of Licensing, all persons wishing to obtain a Security License must complete the 40 hour course and complete the 2 part test on all above issues.

Failure to do so will result in dismissal of the applicant.

BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 13 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER:

George J. Lockhart / owner
(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)
TITLE:

George J. Lockhart
TYPED/PRINTED NAME OF AUTHORIZED AGENT:

3315 Broadway
ADDRESS:

West Palm Bch, Fl. 33407

PHONE NO: (561) 659-6444 office 561-818-3598 cell

FEDERAL ID NUMBER: 65-0971455