



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, November 19, 2008, 7:30 P.M.  
Lake Park Town Hall  
535 Park Avenue

<b>Desca DuBois</b>	—	<b>Mayor</b>
<b>Edward Daly</b>	—	<b>Vice-Mayor</b>
<b>G. Chuck Balius</b>	—	<b>Commissioner</b>
<b>Jeff Carey</b>	—	<b>Commissioner</b>
<b>Patricia Osterman</b>	—	<b>Commissioner</b>
.....		
<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez Lemley</b>	—	<b>Town Clerk</b>

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. **INVOCATION**
- C. **PLEDGE OF ALLEGIANCE**
- D. **ROLL CALL**
- E. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- F. **PUBLIC and OTHER 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 Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes.
- G. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**

- 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 Commissioner 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 Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

1. Resolution No. 60-11-08 Motor Vehicle Policy
2. Resolution No. 64-11-08 To add the position and job description of Foreman General Infrastructure to the Town of Lake Park Classification Plan
3. Resolution No. 63-11-08 To Revise the Town of Lake Park Classification Plan to Amend the Job Description for the Position of Grounds Maintenance Crew Leader
4. Professional Engineering Services for Marina Improvements for Elements I, II and III of F.I.N.D. Waterways Assistance Program
5. Award of Marina Security Services Contract

I. **PUBLIC HEARING(S)**

**QUASI-JUDICIAL HEARING:**

**ORDINANCE ON FIRST READING:**

6. ORDINANCE NO. 20-2008 -Congress Avenue Properties LLC Rezoning of Parcel D AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE OFFICIAL ZONING MAP TO REZONE AN APPROXIMATELY 25.769 ACRE PARCEL OF LAND OWNED BY CONGRESS AVENUE PROPERTIES LIMITED WHICH IS GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF WATERTOWER ROAD AND CONGRESS AVENUE AS DEPICTED ON THE LOCATION MAP FROM A ZONING DESIGNATION OF C-4 BUSINESS DISTRICT TO C-2 BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE ON SECOND READING:**

7. ORDINANCE NO. 19-2008 Final Budget Amendment AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2007-2008 AS PREVIOUSLY ADOPTED BY ORDINANCE NO. 24-2007; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

J. **DISCUSSION AND POSSIBLE ACTION:**

8. Request Permission to Place on the March Election Ballot a Question Regarding Tax Incentives
9. Palm Beach County Centennial in 2009

K. **ADJOURNMENT:**

# Consent Agenda

# TAB 1

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 19, 2008

Agenda Item No. *Tab 1*

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD             |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |  |
| <input type="checkbox"/> Other:                      |  |

SUBJECT: Motor Vehicle Policy

RECOMMENDED MOTION/ACTION: Approve resolution

Approved by Town Manager

*H. Davis*

Date: *11/13/08*

*Ann M. Costello*

Name/Title Finance Director

*11/13/08*  
Date of Actual Submittal

<b>Originating Department:</b> Finance	Costs: \$ no cost  Funding Source: Acct. #	<b>Attachments:</b> Resolution
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: ___ N/A _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>XX</u> _____:  Please initial one.

**Summary Explanation/Background:** The town currently has no formal motor vehicle policy governing the use of Town owned vehicles and personally owned vehicles used while conducting Town business. This policy establishes standards and procedures governing the assignment, operation and use of motor vehicles by employees within the scope of their employment.

**RESOLUTION NO. 60-11-08**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING A MOTOR VEHICLE POLICY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park is a municipal corporation of the State of Florida with such power and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town of Lake Park maintains a fleet of vehicles for use by employees in carrying out town business; and

**WHEREAS**, it is necessary for the Town Commission to establish a Motor Vehicle Policy which shall be administered by the Town Manager; and

**WHEREAS**, the Town's Motor Vehicle Policy is intended to establish standards governing the assignment, operation and use of motor vehicles by employees within the scope of their employment.

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

**Section 1. Purpose.** The primary purposes of this motor vehicle policy and procedures are to:

- A. Establish standards governing the system of motor vehicle assignment, utilization and operation;
- B. maximize the efficient and effective use of the Town's fleet in support of organizational goals and program objectives;
- C. control the use of Town owned and/or leased and personally owned and/or leased motor vehicles in the conduct of Town business;
- D. limit liability to the Town; and
- E. hold employees accountable for any violations of policy or safety standards.

**Section 2. SCOPE OF APPLICABILITY**

This policy applies to all employees and any appointed or elected officials or independent contractors who operate Town owned and/or leased motor vehicles including special use motor vehicles such as construction and excavation equipment designed to operate primarily off-road but driven on public roads to a job site.

**Section 3. DEFINITIONS: The following definitions shall be used in interpreting and applying this policy:**

- A. "Town Manager/Department Director/Division Manager" shall also mean "or designee";
- B. "Official business," business of the Town" or "services" shall mean any activity carried out by an employee in the performance of Town business;
- C. "Department/Division Pool Vehicle" shall mean a vehicle that has been provided to a department / division for use by employees on an as needed basis;
- D. "Motor Vehicle Assignment" shall mean the exclusive issue of a vehicle to an employee;
- E. "Take Home Authorization" shall mean the approval for an employee to take a vehicle home and to use the vehicle for daily commuting purposes between work and home;
- F. "Town Vehicle" shall mean any Town owned and/or leased motor vehicle; and
- G. "Pool Vehicle" shall mean any Town Vehicle assigned to a department for shared use by department employees.

**Section 4. STANDARDS AND PROCEDURES**

- A. General
  - 1. A Town vehicle is to be used for official Town business and shall not be used by an employee for personal reasons except as provided herein;
  - 2. A Town vehicle will be used for local travel whenever available;
  - 3. Any abusive, reckless or negligent act while operating any Town vehicle or personal vehicle while on Town business may result in a suspension or termination of an employee's driving privileges and may be grounds for further disciplinary action as provided for in the Employee Handbook or collective bargaining unit agreements.
  - 4. Employees shall obey all Town, County, State and Federal laws while operating any motor vehicle.
  - 5. Transporting non-employees for other than Town business must be approved in advance in writing by the Town Manager;
  - 6. When cargo, materials or tools are being transported, the driver is responsible for assuring that all items are properly secured to prevent them from shifting or falling from the motor vehicle or trailer and from being stolen;
  - 7. No person shall be allowed to ride on a running board, fender, hood, tailgate, bed or other location on a motor vehicle not designed or approved by the motor vehicle manufacturer for passengers.
  - 8. The operator shall not operate any motor vehicle when the normal field of vision is obstructed in any way;
  - 9. A qualified operator must be positioned at the motor vehicle's controls any time it is running. No motor vehicle except those responding to emergency situations shall be left unattended without first stopping the motor, locking the ignition, removing the key, setting the parking brake and locking the doors or otherwise securing the motor vehicle to prevent theft, vandalism or unintentional movement; and
  - 10. The Town shall not be responsible for any personal property left in Town vehicles when used in the performance of Town business.
  - 11. Any employee receiving a ticket/citation for a violation of a Motor Vehicle Law, while operating his/her own vehicle or a Town Vehicle, will be responsible for payment of

- ticket/reinstatement of driver's license.
12. No cell phone usage is permitted while operating a Town vehicle if the phone is not equipped with a hands free device. In addition, the following guidelines must also be adhered to: Whenever possible pull off the road to receive or place a call. If traffic is congested you shall not answer the phone or place a call. The stored phone number feature should be used to minimize the amount of numbers needed to be dialed to place a call. If traveling in an area where laws or ordinances prohibit cell phone usage, you must not use your phone at all.
  13. Text messaging while operating a Town vehicle is strictly prohibited.

B. Motor Vehicle Operation

1. Town Vehicle Care
  - a) An employee who operates a Town vehicle is responsible for the proper care of that vehicle.
  - b) Fluid levels including brake, transmission, engine oil, and coolant shall be maintained. Missed service appointments may lead to loss of Town vehicle assignment.
  - c) Any defects that will affect safe operation of the Town vehicle shall be reported promptly to the operator's supervisor and Vehicle Maintenance Foreman. No employee shall operate a Town vehicle that is in an unsafe condition.
  - d) Any Town vehicle damage beyond normal wear and tear must be documented and reported to the operator's supervisor and Vehicle Maintenance Foreman.
2. Driver License
  - a) A valid Florida driver license must be in the employee's possession at all times while operating a Town vehicle.
  - b) For employees who are required to operate a commercial vehicle, they must:
    - 1) Successfully pass a D.O.T. medical physical every two (2) years.
    - 2) Comply with all State and Federal D.O.T. rules and regulations.
    - 3) Comply with the Federal Commercial Motor Vehicle Safety Act of 1986, and obtain a Commercial Driver's License (CDL).
    - 4) Pass the qualifying training and proficiency review provided by the supervisors, where applicable (e.g. vehicles exceeding 26,000 GVWR or larger).
  - c) Commercial operators must notify in writing Risk Management and the Department Director no later than the end of the next business day of a conviction for any traffic violation (except parking). This is true no matter where or what type of vehicle is driven.
  - d) An employee who operates a Town vehicle must notify Risk Management and Department Director no later than the end of the next business day when an issued license has been suspended, revoked or canceled, or if for any other reason the employee is disqualified from driving.

- e) An employee who may operate a motor vehicle on official Town business shall provide a photocopy of his or her current Florida driver license to the Human Resources Department for his or her personnel file.
3. Accident Reporting Requirements
- a) Any accident involving a Town vehicle or personal vehicle used in the performance of Town business shall be reported as follows:
    - 1) summon medical care for any injured parties;
    - 2) notify appropriate law enforcement authorities;
    - 3) notify immediate supervisor;
    - 4) employees involved in an accident should not offer any admission of guilt or information regarding the cause of the accident without first consulting with Risk Management
  - b) The supervisor shall immediately notify the Risk Management Division, initiate departmental investigation of the accident or act at the direction of the Risk Management Division and complete all required Town reports and recommend any follow-up preventive actions to the Town's Risk Manager.
  - c) Failure to report as set forth above may result in disciplinary action, up to and including termination of employment.
  - d) A drug and alcohol test may be required in accordance with Employee Handbook and/or Collective Bargaining Agreements.
  - e) When an operator on Town business is determined to be at fault in a motor vehicle accident, the supervisor shall recommend disciplinary action in accordance with Town policy and/or collective bargaining agreements.
  - f) An employee who uses an assigned Town vehicle for any purpose outside the direct scope of Town business and is involved in an accident may be denied workers compensation benefits in accordance with the policy.
4. Use of Safety Restraints
- a) All Town motor vehicles must be equipped with seat belts and all occupants of Town motor vehicles must properly wear seat belts any time the motor vehicle is in motion.
  - b) The operator of construction, excavation and other off-road equipment shall use the occupant restraint system any time the motor vehicle is in operation.
  - c) Employees are prohibited from removing, deactivating, modifying or otherwise defeating any occupant restraint installed by the manufacturer unless approved or instructed by the manufacturer.
5. Parked Motor Vehicles
- a) Any motor vehicle left unattended shall be legally parked in a designated parking space. Motor vehicles responding to emergency situations or those parked on job sites shall be parked with due regard to safety and security considerations.
  - b) All Town vehicles except those taken home shall be secured in a Town

parking lot during non-duty hours. When it is necessary to leave a motor vehicle at a job site overnight, the operator shall ensure the motor vehicle is parked and secured in an area which provides reasonable security.

6. Trailers and Towing

- a) An operator whose motor vehicle is towing a trailer, dolly or other equipment shall assure that the trailer weight does not exceed the rated capacity of the vehicle or trailer hitch, that the trailer is coupled properly to the hitch and that the safety chains are properly fastened.
- b) The operator shall ensure that the trailer or other towed equipment is supplied with proper and functioning lights including brake lights turn signals and running lights.
- c) Any motor vehicle having a load which extends more than four (4) feet beyond the rear of the vehicle shall have the end of the load marked with a red flag. The red flag must be a least twelve (12) inches square.

7. Mandatory Personal Auto Insurance Coverage

- a) Employees who elect to receive car allowances to use their personal vehicles to conduct Town business are required to maintain an insurance limit of \$100,000 per person/\$200,000 per accident or occurrence. The monthly car allowance offsets the cost associated with the increased insurance limit.
- b) Employees to whom this policy applies are subject to an annual drivers' license review by the Town's Risk Management Office. Departments are responsible for verifying proof of insurance each year and submitting to Risk Management.
- c) The Town will not assume any liability for bodily injury or property damage the employee may become personally obligated to pay arising out of an accident occurring in connection with the operation of his/her personal vehicle.
- d) The Town does not specify and assume no responsibility for any other coverage employees carry on their own cars since this is a matter of individual status and preference.
- e) Failure to maintain the mandatory insurance limit will result in disciplinary action, up to and including termination.

8. Tobacco Use Prohibited

The use of any tobacco product (smoking or smokeless) is prohibited in any Town vehicle.

C. Authorization

The assignment of a Town vehicle shall be by justification as indicated on a completed justification form submitted by the department Director and approved by the Town Manager.

1. Assignments

- a) Exclusive Use Assignments: Where dictated by job responsibilities of a classification/position, a motor vehicle may be assigned for the exclusive uses of an employee.
  - b) Pool Vehicles: Where dictated by need a department/division may be assigned pool vehicles. Such vehicles are requested by the Department Director and approved by the Town Manager. Employees may use pool vehicles as approved by the Department Director. Pool vehicles are intended for shared use by department employees and shall not be exclusively assigned.
2. Authorization to Take a Town Vehicle Home
- a) Authorization to take a Town vehicle home must be requested by the employee on a completed Vehicle Take-Home Authorization Form (attachment I), recommended by the Department Director and approved by the Town Manager. Prior to recommending take-home approval, Department Directors may consider circumstances such as the following:
    - 1) the employee in the position is routinely called out and a specially equipped vehicle is required; or
    - 2) the employee routinely works away from the office locations or outside of the normal business hours or workweek; or
    - 3) it is more efficient to proceed to job site directly to or from home rather than from the office location; or
    - 4) it is essential that a vehicle is available to the employee to respond to emergency situations.
  - b) Department Directors may authorize the occasional take-home use of a department/division pool vehicle for specific authorized functions or activities requiring a Town vehicle at nighttime to transport people and /or equipment to/from an activity provided that:
    - 1) the domicile of an employee is such that it would be inefficient to pick up and return the vehicle to its normal storage location before and after the event; or
    - 2) for early morning business travel, picking up a vehicle at its normal storage location would be inefficient, in which case an employee may be permitted to park a Town vehicle at their domicile overnight as long as adequate security is provided.
  - c) Department Directors may authorize the take-home use of a department/division pool vehicle when an employee is placed on standby or call-back status, for a period not to exceed fifteen (15) consecutive days for any one assignment.
3. Use of Town Vehicles or Personal Vehicles
- On a case-by-case basis, a decision shall be made by the Town Manager granting

authority for a person volunteering services to the Town to operate a Town vehicle when their duties require travel necessary in the performance of Town business.

D. Reimbursement for the Use of Personal Vehicles

1. Each employee who is required to use their personal vehicle in the performance of Town business shall be reimbursed for such usage at the prevailing mileage rate in accordance with the Town Travel Policy. An employee shall be responsible for all insurance, maintenance and fuel costs associated with the operation of their personal vehicle. Employees will not be reimbursed for the use of a personal vehicle if a Town vehicle was available.
2. An employee may be awarded a monthly motor vehicle allowance as approved by the Town Manager (employee shall report mileage as requested by the Finance Director to support the requirements of Florida Statute 112.061). Employees who receive a monthly allowance may not receive reimbursement for in-town travel but may be reimbursed for out-town travel.

E. Appropriate Use of Town Vehicles

1. A Town vehicle shall be used only for official travel while in the performance of Town business or services. Infrequent limited personal use of Town vehicles may be permitted when such use is incidental to the conduct of official business, such as:
  - a) Stopping at a restaurant or fast food establishment for the purpose of eating during the designated meal period when the meal period coincides with official business travel requiring a Town vehicle, when working in a remote area and a Town vehicle is the only transportation available to reach a food establishment or when attending Town-approved meetings, conferences presentations or functions. The food establishment must be on the normal route to the work location or in close proximity to the work location.
  - b) Stopping at a convenience store, gas station or food establishment for the purpose of buying refreshment during an official work break period or for using restroom facilities if such stop is in concert with official duties requiring travel in a Town vehicle and does not deviate from the normal route of travel.
2. At no time will a Town vehicle be parked at an adult entertainment establishment or an establishment whose primary business is the sale of alcoholic beverages.
3. A Town take-home vehicle shall not be used to replace an employee's personal vehicle for leisure-time use. Stopping at places of business while using a Town vehicle to accomplish personal chores is permitted if:
  - a) Such stop at a place of business is en route; and
  - b) Such stop at a place of business is not a bar, tavern, liquor store, saloon or

adult entertainment establishment.

F. Taxable Benefit

The employee is responsible for any taxable benefit that may accrue as a result of the use of a Town assigned take-home motor vehicle and must submit the required documentation to the Finance Director. Failure to submit required documentation may result in:

- 1) loss of Town assigned take-home vehicle; and
- 2) additional personal income tax liability

**Section 5.** This Resolution shall become effective immediately upon adoption.

Attachment I

VEHICLE TAKE-HOME AUTHORIZATION FORM  
(Please print or type)

Department \_\_\_\_\_ Division \_\_\_\_\_

Employee Name \_\_\_\_\_ Job Title \_\_\_\_\_

Employee Class: Full Time \_\_\_\_\_ Part-time \_\_\_\_\_ Volunteer \_\_\_\_\_

Residence Address \_\_\_\_\_  
(Number and Street) (Town) (Zip Code)

Residence Phone No. \_\_\_\_\_ Distance to work location \_\_\_\_\_

Driver License Type \_\_\_\_\_ Driver License No. \_\_\_\_\_

Vehicle License No. \_\_\_\_\_ Town Vehicle No. \_\_\_\_\_

Answer the following as completely as possible:

DESCRIBE HOW THE TAKE HOME USE OF A TOWN MOTOR VEHICLE WOULD BE EFFICIENT AND COST EFFECTIVE OR IS ABSOLUTELY ESSENTIAL TO RESPOND EMERGENCIES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above information is true and correct to the best of my knowledge. I have read and understand Motor Vehicle Policy.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

Take-Home Authorization Recommended \_\_\_\_\_  
Department Director Signature Date

Take-Home Authorization Approved \_\_\_\_\_  
Town Manager Signature Date

# TAB 2

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 19, 2008

Agenda Item No. Tab 2

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> Ordinance on Second Reading |  |
| <input type="checkbox"/> Public Hearing              | <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 AGENDA |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Resolution to add the position and job description of Foreman General Infrastructure to the Town of Lake Park Classification Plan.

**RECOMMENDED MOTION/ACTION:** Approval of Resolution

Approved by Town Manager *W. Davis* Date: *11/14/08*  
*Barbara W. Johnson* *11/14/08*  
 Name/Title *HR Director* Date of Actual Submittal

<b>Originating Department:</b> Town Manager	Costs: \$ <u>2,850.00/yr.</u> Funding Source: Acct. # <u>Stormwater</u>	<b>Attachments: Copy of Resolution and Job Description</b>
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u>AMC. 11/14/08</u>	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Human Resources <u>BMT</u> <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>BMT</u> : Please initial one.

**Summary Explanation/Background:**

The current Town of Lake Park Classification Plan contains a position entitled Foreman which is responsible for performing supervisory work over several assigned areas within the Public Works Department such as streets, sidewalks, facilities, maintenance and construction. The purpose of this action is to revise the Town of Lake Park Classification Plan to add the title and job description of Foreman General Infrastructure with a salary range of \$31,811.27 to \$54,090.86, which is a five percent increase in the current salary range for the position of Foreman. The purpose of such increase is to more accurately reflect the duties and requirements of this position, and to add to such duties and requirements the supervision of the new Storm Water Utility Division.

The employee currently holding the position of Foreman as cited above will be reclassified as Foreman General Infrastructure with a five percent increase in his current salary figure to reflect the increased duties, responsibilities, skill level and training required for his supervision of the new Storm Water Division. The source of the salary for this position will be the new Storm Water program, which is an enterprise fund.

## RESOLUTION 64-11-08

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN CLASSIFICATION AND PAY PLAN TO ADD THE JOB DESCRIPTION FOR THE POSITION OF FOREMAN GENERAL INFRASTRUCTURE; PROVIDING FOR THE PUBLICATION OF AN UPDATED CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla. Stat; and

**WHEREAS**, the Classification and Pay Plan is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

**WHEREAS**, it is necessary to provide an updated listing of certain current titles and classifications within the Town service,

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby incorporated as if fully set forth herein.

**Section 2.** The Classification and Pay Plan is revised to add the job description for the position of Foreman General Infrastructure. A copy of the job description for this position is attached hereto as Exhibit A.

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

**FOREMAN GENERAL INFRASTRUCTURE**

**JOB CODE: 563**  
**DEPARTMENT: PUBLIC WORKS**

**CHARACTERISTICS OF THE CLASS**

Under the direction of the Public Works Director performs supervisory and hands-on work with assigned operations within the Public Works Department such as, streets, sidewalks, storm water, facilities maintenance, grounds, construction and maintenance. Supervision is exercised over unskilled and semi-skilled employees and is responsible for participating with crew members in work projects. Work is reviewed in progress and upon completion for conformance with policies and procedures. Performs other work as requested. This is a non-exempt position.

**EXAMPLES OF ESSENTIAL FUNCTIONS**

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to this position.

1. Prepare daily work schedules, plan work procedures, assign personnel, oversee supervision of work, maintain records of activities and personnel.
2. Determine equipment and material needs, prepare, reports, specifications, and other documents as needed, investigate for needed repairs and make recommendations.
3. Oversee the efficiency, production, safety, and work habits of departmental employees, provide technical assistance and training in use of procedures and equipment.
4. Supervise, train, and evaluate staff and provide for continuing development and training.
5. Schedule, direct and review the work in the construction, maintenance and repair of municipal streets, sidewalks, storm drainage, swales, grounds, earthwork, building facilities, other Town property and related equipment and vehicles.
6. Respond to citizen inquiries and complaints regarding Town services performed under the jurisdiction of Public Works.
7. Determine purchases needed for regular and special projects.
8. Works "hands-on" independently and in conjunction with subordinate employees.

**REQUIREMENTS****A. Training and Experience:**

High School graduate or equivalent supplemented by five (5) years of experience in construction and maintenance of municipal infrastructure and facilities of which two (2) years must have been at the supervisory level. Must possess valid Florida CDL license with a Class B endorsement.

**B. Knowledge, Abilities and Skills:**

- Knowledge of construction and maintenance principles and practices for streets, sidewalks, grounds, drainage and building facilities.
- Knowledge of the principles and practices for supervision and management for the above described disciplines.
- Knowledge of occupational safety rules and practices.
- Knowledge of tools and equipment needed to perform public works construction, maintenance and repair.
- Ability to supervise employees and to instruct them in the safety rules and practices of the work, and in the use of the tools and equipment of the job.
- Must be able to communicate effectively orally and in writing in English.
- Ability to work effectively with employees and the public.
- Ability to make cost estimates for project needs including equipment and materials.
- Ability to plan and schedule work projects and personnel, write reports and maintain records and files.
- Ability to perform manual labor in all weather conditions.
- Skilled in operating a variety of tools and equipment used in public works construction and maintenance.

**C. Physical Requirements:**

Task involves the frequent use of coordinative and manipulative skills in performing a variety of tasks with the full range of hand and power tools and shop equipment; or the skilled and complex operation of heavy equipment calling for adherence to exacting standards of depth, grade, dimensions and contours.

**D. Environmental Requirements:**

Task may require frequent exposure to adverse environmental conditions.

**E. Sensory Requirements:**

Task requires color, sound, odor, form and texture perception and discrimination.

**F. Bloodborne Pathogens:**

## Category II-Moderate to 'Minimal Risk Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

# TAB 3

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 19, 2008

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"/> Public Hearing              | <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 AGENDA |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Resolution to Revise the Town of Lake Park Classification Plan to Amend the Job Description for the Position of Grounds Maintenance Crew Leader

**RECOMMENDED MOTION/ACTION:** Approval of Resolution

Approved by Town Manager *W. J. Davis*

Date: *11/14/08*

*Barbi McKelvey*  
Name/Title *HR Director*

*11/14/08*  
Date of Actual Submittal

<b>Originating Department:</b> Town Manager	Costs: \$ <u>    </u> <u>    </u> <u>    </u> Funding Source: Acct. #	<b>Attachments:</b> Copy of Resolution and Job Description
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Human Resources <i>BMT</i> <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>BMT</i> . Please initial one.

**Summary Explanation/Background:**

The current Town of Lake Park Classification Plan contains a position entitled Grounds Maintenance Crew Leader. The purpose of this action is to amend this job description to more accurately reflect the requirements of this position. The current salary range for this position of \$25,968.38 to \$39,359.25 will remain the same. Therefore, no additional financial burden will be placed on the budget of the Town of Lake Park as a result of this action.

RESOLUTION No. 63-11-08

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN CLASSIFICATION AND PAY PLAN TO AMEND THE JOB DESCRIPTION FOR THE POSITION OF GROUNDS MAINTENANCE CREW LEADER; PROVIDING FOR THE PUBLICATION OF AN UPDATED CLASSIFICATION AND PAY PLAN; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla. Stat; and

WHEREAS, the Classification and Pay Plan is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

WHEREAS, it is necessary to provide an updated listing of certain current titles and classifications within the Town service,

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby incorporated as if fully set forth herein.

**Section 2.** The Classification and Pay Plan is revised to amend the job description for the position of Grounds Maintenance Crew Leader. A copy of the job description for this position is attached hereto as Exhibit A.

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

**GROUNDS MAINTENANCE CREW LEADER****JOB CODE: 575****DEPARTMENT: PUBLIC WORKS****CHARACTERISTICS OF THE CLASS**

Assigned to the Grounds Maintenance division of the Public Works Department; works under the direction of the Public Works Director or Foreman performing a variety of maintenance tasks while acting as leader to a crew of semi-skilled employees. Responsible for supervision of crew while participating with fellow crew members in work projects. Work is reviewed in progress and completion for conformance with policies and procedures. Performs other work as requested. Will not be classified as management. This is a non-exempt position.

**EXAMPLES OF ESSENTIAL FUNCTIONS**

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of all job duties. The omission of a job duty does not preclude management from assigning duties not listed herein if such duties are a logical assignment to this position.

1. Prepares daily work schedules and work procedures, assigns personnel within the crew and acts as crew leader and working spokesperson. Maintains records of activities and personnel.
2. Determines equipment and material needs for the crew relating to specific jobs assigned.
3. Determines maintenance needs of equipment utilized and when servicing of equipment may be required. Reports deficiencies to Foreman or Director.
4. Oversees the efficiency, production, safety and work habits of crew members, providing technical assistance and training in the use of procedures and equipment.
5. Responds to citizen inquiries regarding services performed under the jurisdiction of Grounds Maintenance.
6. Determines purchases needed for regular and special projects.

## **EXAMPLES OF WORK PERFORMED**

Performs tree and grounds care and maintenance.  
Removes and trims brush and grinds stumps on public property.  
Plants trees, shrubs and flowers.  
Prepares and applies spray solutions, operates and maintains spray equipment, power equipment and mechanical equipment.

## **REQUIREMENTS**

### **A. Training and Experience:**

High school graduate or equivalent supplemented by (5) years experience in grounds /landscape maintenance, two of which must have been at the supervisory level.

### **B. Knowledge, Abilities and Skills:**

Knowledge of maintenance principles and practices for grounds.

Knowledge of techniques in supervision of personnel.

Knowledge of occupational safety rules and practices.

Knowledge of tools and equipment needed to perform grounds maintenance

Ability to supervise employees and to instruct them in the safety rules and practices of the work, and in the use of tools and equipment of the job

Ability to communicate effectively, orally and in writing in English and to work effectively with employees.

Ability to plan and schedule work projects and personnel, write reports and maintain records and files.

Ability to perform manual labor in all weather conditions.

Skill in operating a variety of tools and equipment used in Public Works.

### **C. Physical Requirements:**

Tasks involve the frequent use of coordinative and manipulative skills in performing a variety of tasks with the full range of hand and power tools.

### **D. Environmental Requirements:** Tasks may require frequent exposure to adverse environmental conditions.

**E. Sensory Requirements:**

Tasks require color, sound, odor, form and texture perception and discrimination.

**F. Bloodborne Pathogens:**

Category II - Moderate to minimal risk exposure.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

# TAB 4

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 19, 2008

Agenda Item No. *Tab 4*

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
|---|---|

**SUBJECT: Professional Engineering Services for Marina Improvements for Elements I, II and III of F.I.N.D. Waterways Assistance Program**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Town Manager *W. Davis* Date: *11/13/08*

Name/Title \_\_\_\_\_ Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b> <b>Town Manager</b>	<b>Costs: \$124,000</b> <b>Funding Source: 50% FIND Grant; 50% Debt Service</b> Acct. # _____	<b>Attachments:</b> April 2, 2008 Commission Meeting Minutes, Agenda Items and Engineering Proposal
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background: At the April 2, 2008 Town Commission Meeting, staff and Marine Engineer Robert Cutcher presented Marina Improvement Elements I, II and III, which included the addition of breakwaters, finger piers and the relocation of the fuel dock. The Town Commission granted authorization for staff to apply for a Marina renovation FIND grant which included the request for funding for engineering design and project construction (copy attached).**

**Although the Commission approved the project including design and construction at its April 2, 2008 meeting, in an abundance of caution, staff requested Cutcher and Associates to submit a separate proposal for professional engineering services for the Marina Improvements Projects for Commission approval. A copy of the proposal for permitting, design, bidding and construction administration is attached.**

**Grant dollars in the amount of \$62,254 were awarded to the Town from F.I.N.D. and the contract was approved at the November 5, 2008 Commission Meeting. The remainder of the funds required for this year's expenditures have been budgeted via the Marina debt service line item accordingly.**

# ***Cutcher & Associates, Inc.***

## ***Coastal Engineers***

Voice: (561) 748-6746  
Fax: (561) 748-6865  
Email: [depth@gate.net](mailto:depth@gate.net)

752 North US Hwy 1.  
Tequesta, FL 33469

### **WORK AUTHORIZATION FOR PROFESSIONAL ENGINEERING SERVICES: 08 – 300 PROJECT: MARINA IMPROVEMENTS – ELEMENTS I, II AND III OF F.I.N.D WATERWAYS ASSISTANCE PROGRAM CLIENT: TOWN OF LAKE PARK**

#### **I. General**

This agreement is for professional engineering services on the part of the Consultant: Cutcher & Associates, Inc. and the Client: Town of Lake Park. The project includes permitting, agency coordination, design and construction administration services for Elements I, II and III of the F.I.N.D grant for marina improvements. The cost for these engineering services are eligible for 50% reimbursement through the F.I.N.D. sponsored WAP (Waterways Assistance Program) in Phase I of the grant. Phase II will apply to the actual construction costs and will be applied for once the permits have been obtained.

These specific improvement items include the following:

- a. addition of breakwater on north side of fishing pier
- b. addition of four finger piers and interior breakwater
- c. reconfiguration of floating fuel dock
- d. addition of breakwater in N-S alignment at the east end of the fishing pier

The estimated costs for these services have been submitted as part of the WAP application which has been awarded to the Town. This Work Authorization is consistent with the WAP application.

#### **II. Scope of Services**

##### **A. Permitting**

1. assemble and submit ERP Joint applications for Elements I, II and III to FDEP and USACOE
2. prepare permit sketches for proposed activities
3. prepare coordination letters for NMFS and USFWS on behalf of USACOE
4. arrange and conduct pre-application meetings with USACOE and FDEP
5. prepare SLER paperwork for expansion of Public Easement for breakwater
6. respond to RAI's from FDEP, FWC, USACOE and NMFS

##### **B. Design**

7. perform design wave study using CEDAS/ACES software
8. calculate loading analysis for the various components of the Elements
9. prepare initial design sketches to evaluate loading criteria
10. utilize pile driving/punching log from S. Breakwater project to determine required pile lengths
11. prepare construction drawings and specifications for the identified improvements
12. prepare cost estimate for design and present to staff for comments

##### **C. Bidding**

13. prepare bid documents including General and Technical Specifications, Notice to Bidders EJCDC contract form
14. assist with Public advertisement
15. conduct pre-bid meeting
16. provide bid analysis for bid award
17. make recommendation for award

#### **D. Construction Administration**

18. conduct pre-construction meeting
19. provide weekly and periodic contractor review. (The schedule for visits will be dependent upon Contractor's progress and project milestones.)
20. conduct progress meetings with contractors
21. review pay requests
22. certify project & close of project paperwork for agencies
23. prepare construction observation project notebook (This will include all photo documentation, instructions to contractor, field notes and pertinent information. A copy of this notebook will be turned over to the Town upon project completion).

#### **III. Schedule**

Scope items 1 through 6 can be completed within 60 days. Scope items 7 through 12 can also be completed in 60 days. Items 13 through 17 are dependent upon receipt of permits and the Town's desire to move forward with advertisement. Scope items 18 through 23 are dependent upon selection of contractor and the contractor's schedule.

#### **IV. Professional Labor**

The estimated professional labor for this project is based on the values presented in the grant application and are based on the estimated time required to complete the scope items presented in Section II of this authorization.

The estimate labor costs are presented below. These values are based on the estimate as presented in the F.I.N.D. application. These values are for a not-to-exceed price.

##### **A. Permitting -**

Sub Total - \$60,000

##### **B. Design**

Sub Total - \$30,000

##### **C. Bidding**

Sub Total - \$7,500

##### **D. Construction Administration**

Sub Total - \$26,500

**Total for All Scope Items - \$124,000**

**V. Payment**

Hours will be billed and summarized on an invoice statement form. An invoice will be submitted to the Client each month following completion of the invoiced work. Payment for the submitted invoice is expected within 30 working days from receipt of an invoice. The engineer reserves the right to withhold all drawings, permits and work related products until duly compensated as based upon this agreement.

**VI. Acceptance**

Authorization for these services, acceptance of the conditions of payment and Notice-to-Proceed can be made by signing and returning one copy of this agreement.

**Professional Engineering Services Authorization  
08-300**

\_\_\_\_\_  
Maria Davis – Town Manager  
Authorized Signature

\_\_\_\_\_  
Date

*Robert Cutcher*  
\_\_\_\_\_

Robert J. Cutcher, P.E.

11/12/08  
Date

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 5, 2008

Agenda Item No. Tab 2

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING             | <input checked="" type="checkbox"/> RESOLUTION       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> ORDINANCE ON SECOND READING |
| <input type="checkbox"/> BID/RFP Award              | <input type="checkbox"/> DISCUSSION                  |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM   | <input checked="" type="checkbox"/> CONSENT AGENDA   |
| <input type="checkbox"/> Other:                     |  |

**SUBJECT:** Breakwater Project at the Marina

**RECOMMENDED MOTION/ACTION:** Authorize Mayor and Town Manager to execute a grant agreement with FIND grant for Phase I – Engineering, Surveying & Permitting of Breakwater and dock elements at the Marina.

Approved by Town Manager W. Davis Date: 10/23/08

Virginia Martin, Grants Writer  
Name/Title

October 21, 2008  
Date of Actual Submittal

<b>Originating Department:</b> Grants	Costs: \$ 124,508 Funding Source: \$62,254.00 FIND Grant and \$62,254.00 Marina Enterprise Fund Acct. #	<b>Attachments:</b> Graphic, Estimates, Resolution
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input checked="" type="checkbox"/> Finance <u>AMC 10/23/08</u>	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Grants <u>GA</u> <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input checked="" type="checkbox"/> Marina <u>MD</u>	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>GA</u> : Please initial one.

**Summary Explanation/Background:** This grant will help fund the engineering, permitting & surveys to restructure and install new breakwater sections (per design) that will help calm the wave action in the entry of the basin, and in the marina proper, add new slips with utilities, and change angle of the fuel dock..

**RESOLUTION NO. 61-11-08**

**A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA  
AUTHORIZING THE MAYOR AND THE TOWN  
MANAGER TO EXECUTE A GRANT AGREEMENT  
FOR THE LAKE PARK HARBOR MARINA  
BREAKWATER PROJECT FUNDING PROVIDED  
BY THE FLORIDA INLAND NAVIGATION  
DISTRICT WATERWAYS ASSISTANCE PROGRAM**

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is interested in carrying out the following described project for the enjoyment of the citizens of Lake Park and the State of Florida:

**Project Title:** Lake Park Harbor Marina Breakwater Project – Phase I

**Total Estimated Cost:** \$124,508

**Brief Description of Project:** Phase I consists of Engineering, Surveys, and Permitting of the project which will restructure and install new breakwater sections that will help calm the wave action in the entry to the basin, and in the marina proper.

AND, Florida Inland Navigation District financial assistance is required for the program described above.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida that the grant agreement for the project described above be executed;

AND, be it further resolved by the Town of Lake Park that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND rule 66B-2 F.A.C. and which is a part of the Project Agreement for assistance awarded under the attached Agreement.
2. That it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said Town of Lake Park for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this Agreement, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, BI 88.352 (1964) design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Town of Lake Park at a legal meeting held on this 5<sup>th</sup> day of November, 2008.

REGULAR COMMISSION MEETING  
Action Minutes from April 2, 2008



- A. CALL TO ORDER 7:41 p.m.
- B. INVOCATION Town Clerk
- C. PLEDGE OF ALLEGIANCE Mayor
- D. ROLL CALL Commissioner Balius absent
- E. ADDITIONS/DELETIONS. None

F. PUBLIC and OTHER 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 Town Clerk so speakers may be announced. Please remember, comments are limited to a TOTAL of three minutes. Tim Kasher

G. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER.

- 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 Commissioner 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 in the rear of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of March 12, 2008
2. Special Call Commission Meeting Minutes of March 19, 2008
3. First Amendment to Town Manager Employment Agreement
4. Marina Mooring Pilings Contract Change Order #1
5. Acquisition of Sanitation Trucks
6. Adjustment of Fee Structure for Rental Facilities
7. Notification of Great American Cleanup on April 19, 2008
8. Proclamation Honoring National Public Works Week May 18-24, 2008
9. Proclamation Arbor Day April 25, 2008

All items on the Consent Agenda were Approved

I. Public Hearing

ORDINANCE ON FIRST READING:

10. ORDINANCE NO. 04-2008 Evaluation and Appraisal Report-Based Amendment the Comprehensive Plan. Approved

J. DISCUSSION AND POSSIBLE ACTION:

11. Marina Renovation Grants Application. Approved 3/1
12. Palm Beach County League of Cities Designation of Voting Delegate & Alternates. Mayor & Vice-Mayor Approval Denied
13. Electronic Barrier Arms for Entrance/Exits at the Marina

- K. ADJOURNMENT: 9:18 p.m.

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 2, 2008

Agenda Item No.

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING                 | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading    |  |
| <input type="checkbox"/> Public Hearing                 | <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 AGENDA        |
| <input checked="" type="checkbox"/> Other: Presentation |  |

**SUBJECT:** Marina Renovations Grant Application

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W.P. Davis* Date: 3/26/08

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

<b>Originating Department:</b> Town Manager	<b>Costs:</b> \$114,875 <b>Funding Source:</b> \$57,437 FIND Grant and \$57,438 Marina Enterprise Fund Acct. #	<b>Attachments:</b> Graphics, Estimates, and Resolution
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please Initial one.

**Summary Explanation/Background:** During the marina's three year demolition and construction period, there was no revenue generated, thus the marina enterprise fund balance was exhausted paying for expenses during that period. The Town's General fund loaned the marina \$725,000 over the three year period to continue paying for operational

**expenses. Additionally, the Town has been expending dollars for marina construction deficiency issues, which the marina will eventually be required to pay back.**

**Although the Marina is currently "holding its own" financially, it would be difficult for the Marina to generate adequate funds to pay back the money owed to the Town's General Fund. Staff requested the assistance of Marine Engineer Robert Cutcher, of Cutcher and Associates for recommendations to increase revenue potential at the marina.**

**Mr. Cutcher recommended installing two fixed breakwater structures, eight slips, and the relocation of the fuel dock. He has developed a pro forma which he will present during a presentation at the commission meeting. Staff believes that this plan is a prudent business decision and an excellent means of increasing revenue to pay back the General Fund in a relatively short period of time. It also provides for increased revenue for the future.**

**Staff is requesting authorization to apply for grant dollars from Florida Inland Navigational District (F.I.N.D.) to fund 50% of the first phase of the project, which is the engineering, surveying and permitting. The total amount required for the 50% grant match is \$57,437. Staff is recommending financing the marina's 50% grant match for design and construction over a 10 yr. period. The debt service for the first phase of the project is \$3,600 per year. Funding for the construction phase of the project will be applied for during the 2009 grant cycle.**

RESOLUTION NO. 21-04-08

A RESOLUTION OF THE TOWN COMMISSION OF  
THE TOWN OF LAKE PARK, FLORIDA  
AUTHORIZING THE TOWN MANAGER TO  
SUBMIT A GRANT APPLICATION FOR THE LAKE  
PARK HARBOR MARINA BREAKWATER  
PROJECT UNDER THE FLORIDA INLAND  
NAVIGATION DISTRICT WATERWAYS  
ASSISTANCE PROGRAM

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is interested in carrying out the following described project for the enjoyment of the citizens of Lake Park and the State of Florida:

**Project Title:** Lake Park Harbor Marina Breakwater Project – Phase I

**Total Estimated Cost:** \$114,875

**Brief Description of Project:** Phase I consists of Engineering, Surveys, and Permitting of the project which will restructure and install new breakwater sections that will help calm the wave action in the entry to the basin, and in the marina proper.

AND, Florida Inland Navigation District financial assistance is required for the program described above.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida that the project described above be authorized:

AND, be it further resolved that said Town of Lake Park make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said Town of Lake Park,

AND, be it further resolved by the Town of Lake Park that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said Town of Lake Park for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, BI 88.352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Town of Lake Park at a legal meeting held on this 12<sup>th</sup> day of March, 2008.

# **Town of Lake Park**

## **F.I.N.D. - Waterways Assistance Program**

Proposed Projects for Funding  
Reimbursement FY 2008/2009

# **PROPOSED PROJECTS ELIGIBLE FOR FUNDING ASSISTANCE**

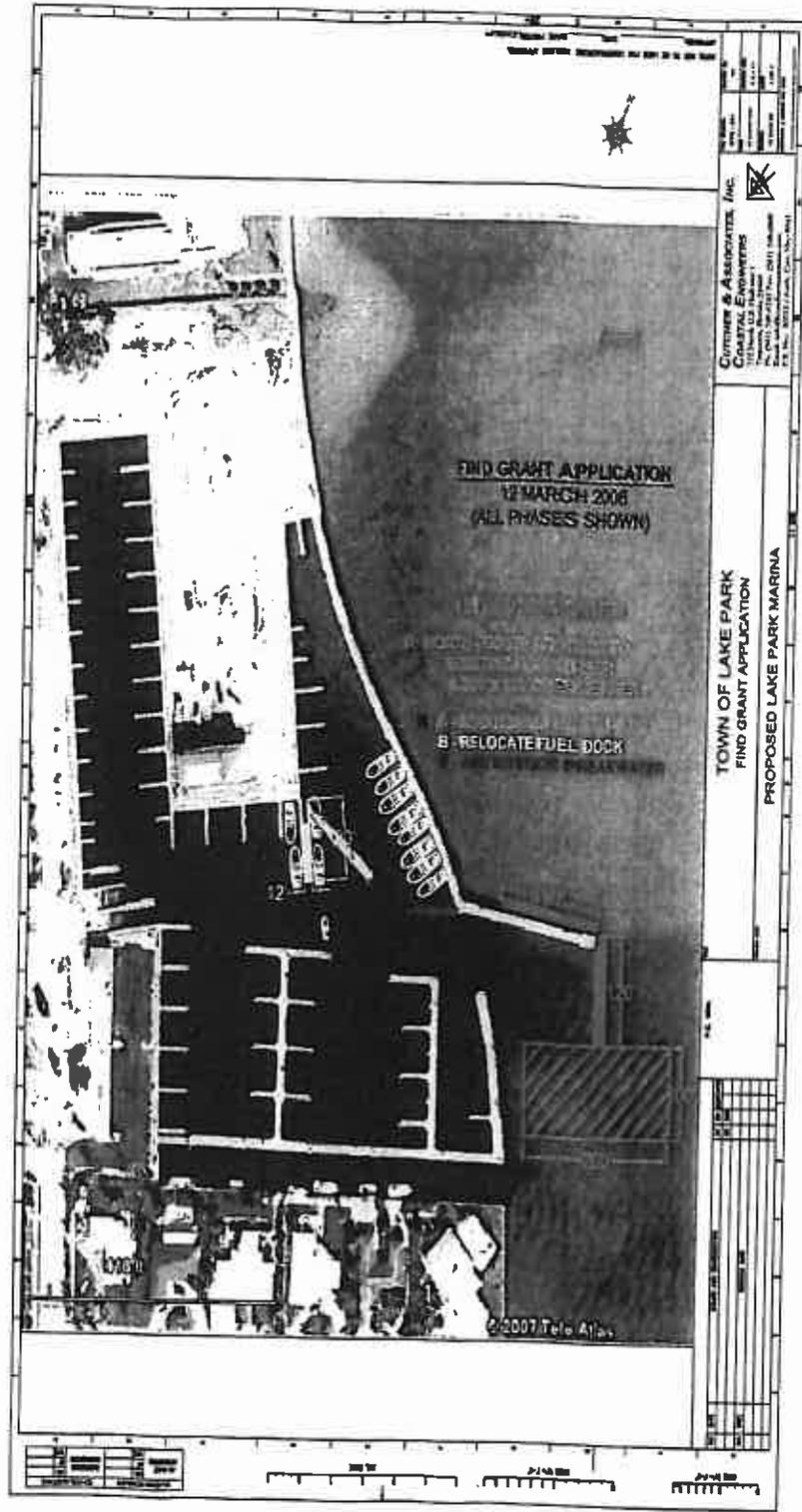
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## **Element**

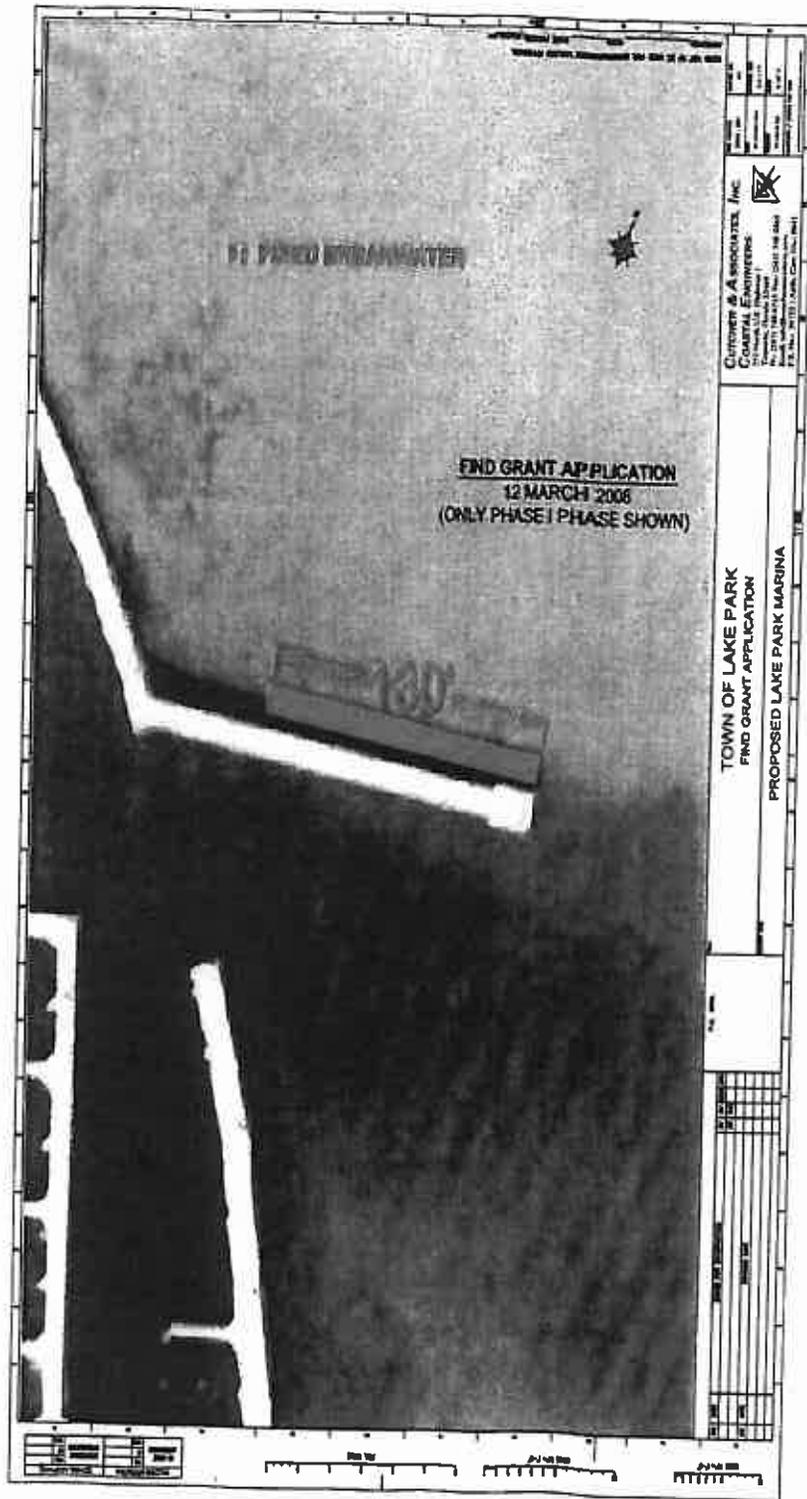
## **Description**

- I. Install detached breakwater adjacent to fishing pier: Eliminates wave energy from N-NE entering marina.
- II. Install N-S addition to breakwater at entrance to marina:  
Eliminates wave energy from the East entering marina.
- III. Add four finger piers on existing breakwater with 100 amp service, modification of floating fuel dock and install interior training wall/wave break

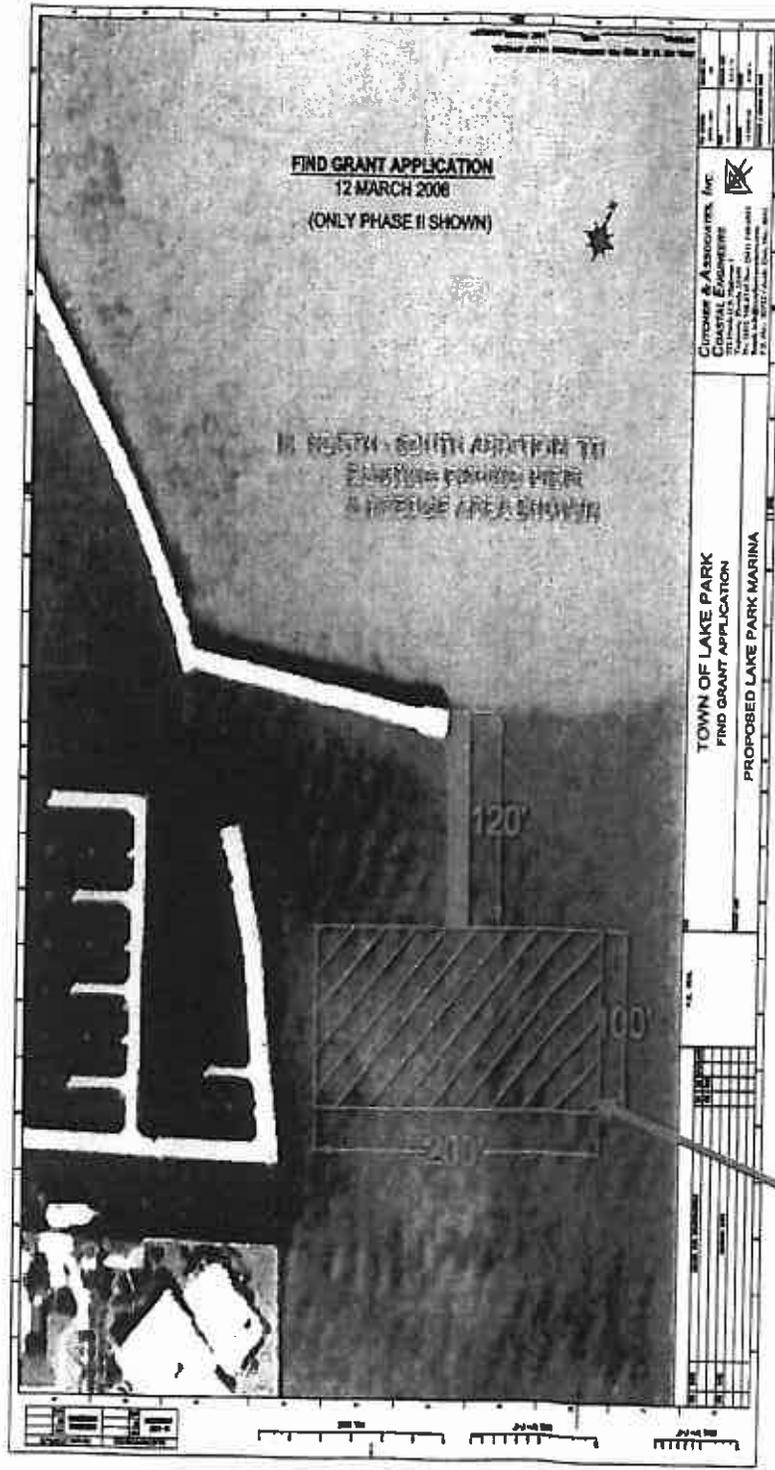
# PROPOSED PROJECT ELEMENTS I, II & III



**I. Install detached breakwater adjacent to fishing pier: Eliminates wave energy from N-NE entering marina.**

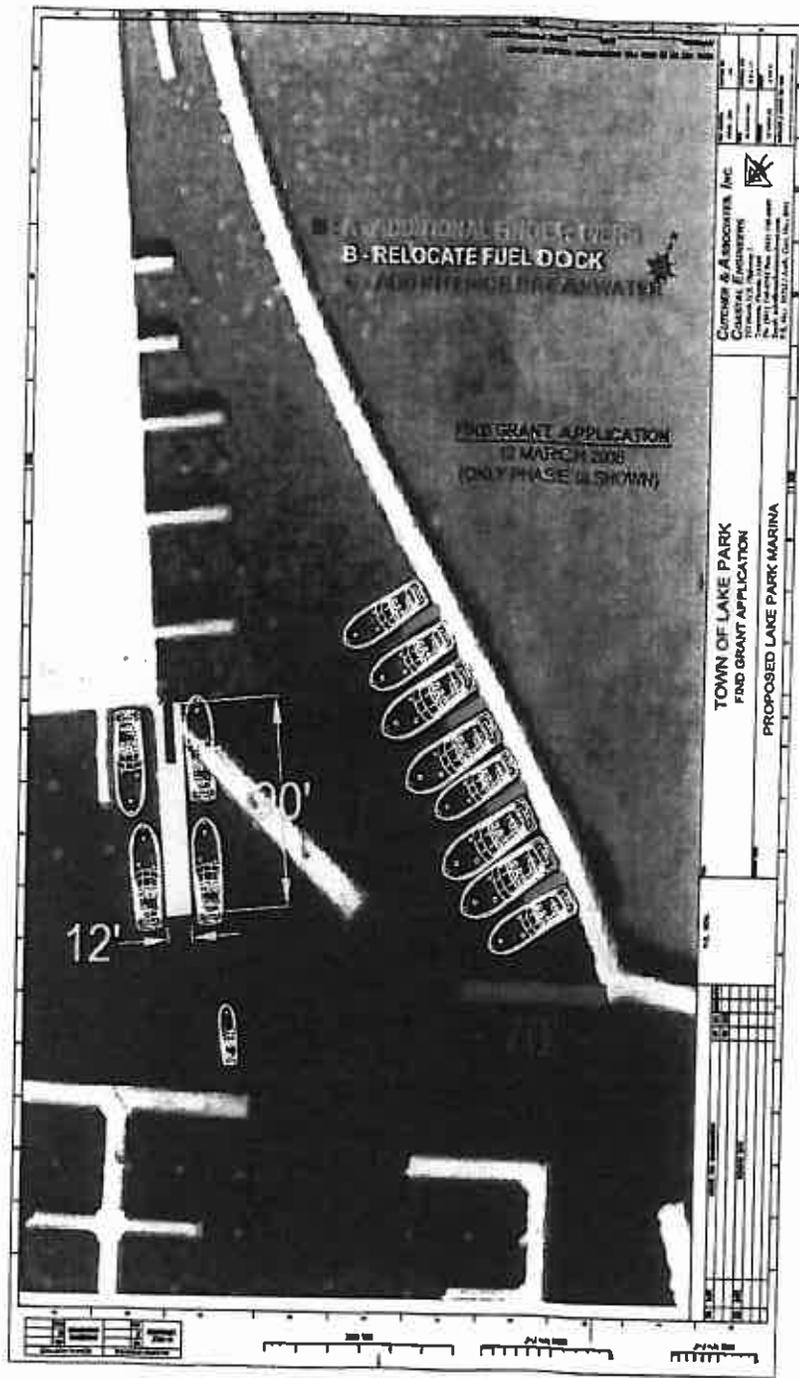


**II. Install N-S addition to breakwater at entrance to marina and channel entrance dredging: Eliminates wave energy from the East entering marina.**



**Dredge area**

**III. Add four finger piers (8 slips) on existing breakwater with 100 amp service, modification of floating fuel dock and install interior training wall/wave break.**



## **PHYSICAL BENEFITS**

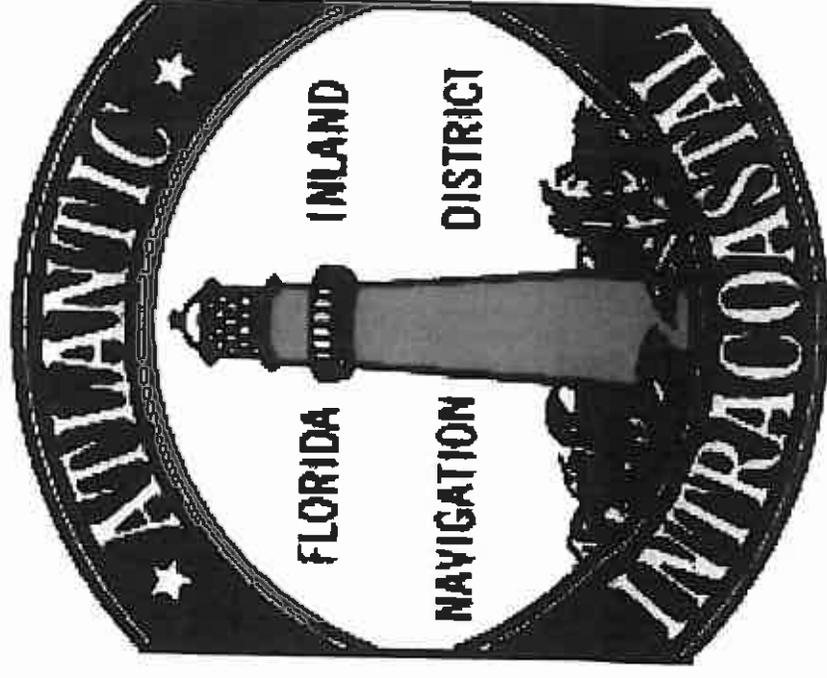
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1. Eliminates wind waves and boat wake from entering marina.
2. Reduces ambient energy from wave reflection/refraction inside marina
3. Increases boat slips from 103 to 111
4. Improves navigational access in eastern basin & fuel dock

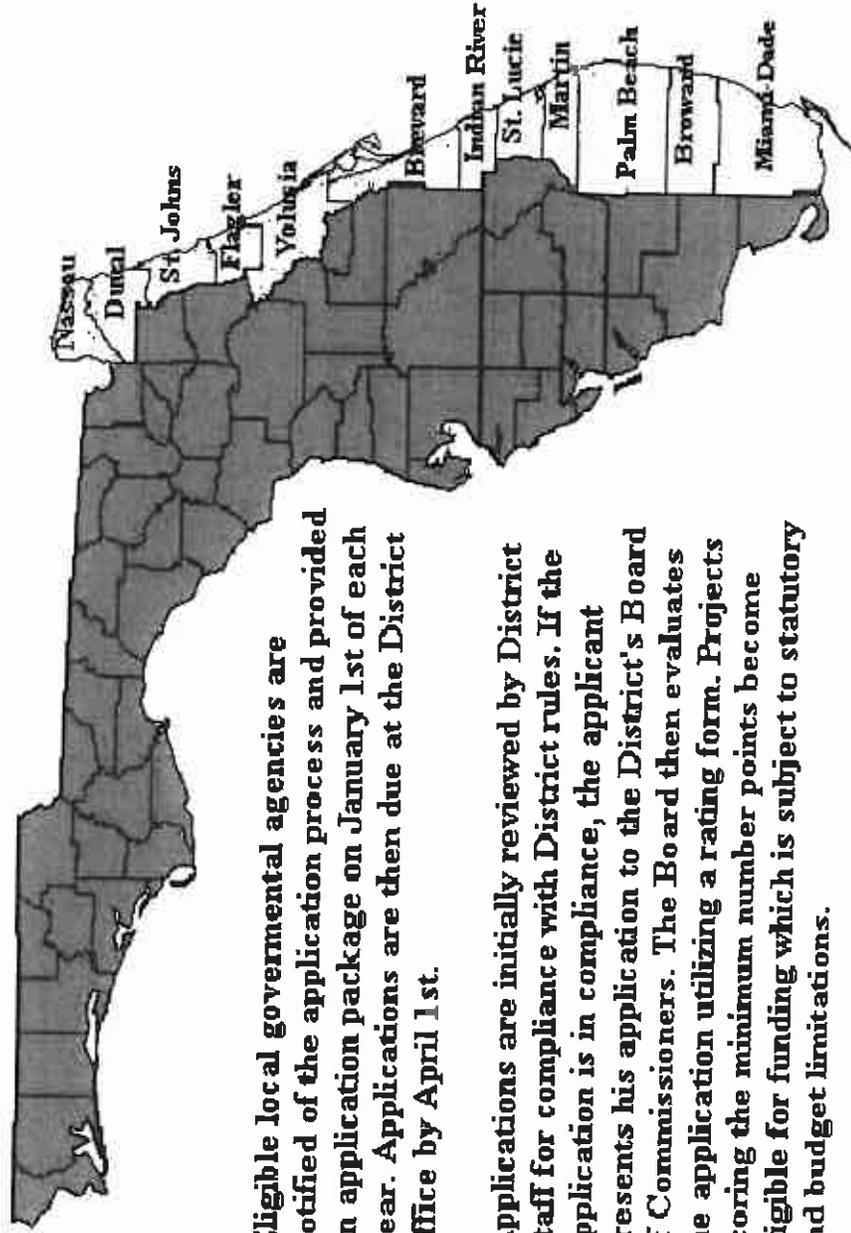
## **Funding Source**

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- Florida Inland Navigation District (F.I.N.D.)
- Waterways Assistance Program (WAP)
- Eligible for 50% reimbursement to local governments



# F.I.N.D - WATERWAYS ASSISTANCE PROGRAM



Eligible local governmental agencies are notified of the application process and provided an application package on January 1st of each year. Applications are then due at the District office by April 1st.

Applications are initially reviewed by District staff for compliance with District rules. If the application is in compliance, the applicant presents his application to the District's Board of Commissioners. The Board then evaluates the application utilizing a rating form. Projects scoring the minimum number points become eligible for funding which is subject to statutory and budget limitations.

## **F.I.N.D. FUNDING**

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- Phase I - Engineering: Applying for 50% assistance for FY 2008/2009. Estimated amount = \$62,254
- Phase II - Construction: Applying for 50% assistance in FY 2009/2010. Estimated amount = \$349,292
- Total funding assistance requested = \$411,546  
(Total project cost is 823,093)

# **ESTIMATED COSTS FOR PROJECT ELEMENTS I, II & III**

---

Element I - Detached Breakwater: Engineering & Surveying - \$37,897  
Construction - \$194,350  
**Sub Total - \$232,247**

Element II - NS Breakwater Addition: Engineering & Surveying - \$44,616  
Construction - \$228,880  
Dredging - \$60,000  
**Sub Total - \$333,496**

Element III - Additional Finger Piers/100 amp service:  
Engineering & Surveying - \$41,995  
Construction - \$215,355  
**Sub Total - \$257,350**

**Total all Elements - \$823,093**

# PROJECTED REVENUE INCREASE FROM PHASES I, II & III

- A. 75% occupancy Avg. (presently due to wave energy) = \$720,000/yr
- B. 85% occupancy projected after breakwaters installed = 792,000/yr.  
**\$72,000/yr. increase.** (based on existing slips)
- C. 8 additional slips: 8 X 50' avg. boat size. x \$19.50/ft =  
**\$93,600/yr. increase**
- D. Increased per foot rate: \$17.50 to \$19.50 = 11.43% x \$792,000 =  
**\$79,200/yr. increase** (based on existing slips)
- E. Increased fuel sales: 8 additional boats x 12 months x 125 gals x  
\$1.53 profit/gal. = **\$18,360/yr. increase**

**Total projected revenue increase = \$263,160/yr (current \$ value)**

Note: slip rate of \$19.50/ft is based on current survey from surrounding marinas.

**Lake Park Harbor Marina  
Financial Analysis of Proposed Improvement Plan**

	Total Project	Improvement Years			Post Construction				
		Design 08/09	Construct. 09/10	Year 1 10/11	Year 2 11/12	Year 3 12/13	Year 4 13/14	Year 5 14/15	
<b>Total Estimated Cost</b>	<b>(823,100)</b>	<b>(124,500)</b>	<b>(698,600)</b>	-	-	-	-	-	-
FIND grant assistance (50%)	411,550	62,250	349,300	-	-	-	-	-	-
Town match financed	411,550	62,250	349,300	-	-	-	-	-	-
<b>Cash outlay for project</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Slip revenue increase	244,800	-	-	244,800	244,800	244,800	244,800	244,800	244,800
Fuel sales revenue increase	18,360	-	-	18,360	18,360	18,360	18,360	18,360	18,360
<b>Annual revenue increase</b>	<b>263,160</b>	<b>-</b>	<b>-</b>	<b>263,160</b>	<b>263,160</b>	<b>263,160</b>	<b>263,160</b>	<b>263,160</b>	<b>263,160</b>
Debt Service (all phases)	(54,000)	(8,000)	(54,000)	(54,000)	(54,000)	(54,000)	(54,000)	(54,000)	(54,000)
<b>Post improvement</b>	<b>209,160</b>	<b>(8,000)</b>	<b>(54,000)</b>	<b>209,160</b>	<b>209,160</b>	<b>209,160</b>	<b>209,160</b>	<b>209,160</b>	<b>209,160</b>
<b>Reduction of Deficit</b>				<b>209,160</b>	<b>418,320</b>	<b>627,480</b>	<b>836,640</b>	<b>1,045,800</b>	

## **FINANCIAL BENEFITS**

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- Dramatic reduction in wind wave and boat wake energy in marina (perceived value by clients)
- Allows for a 11.43% increase in vessel rental rates (consistent with area marinas)
- Increases slip number by 8
- Increases annual slip rental revenue by an estimated \$244,800
- Increased fuel sales revenue by an estimated \$18,360
- Mechanism to eliminate existing deficit of marina redevelopment. Deficit is estimated at \$1,100,000

## **SUMMARY**

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- A. **Project Elements I, II and III are eligible for funding assistance from Florida Inland Navigation District up to 50% of total project cost (engineering included)**
- B. **Phase I - Engineering, surveying and permitting to receive estimated funding assistance in the amount of \$62,254**
- C. **Phase II - Construction to receive estimated funding assistance in the amount of \$349,292 (to be applied for once permits are in hand)**
- D. **By the end of year five post construction, the marina can eliminate the existing deficit of approximately \$1,100,000**
- E. **Without implementation of the proposed improvements, it is unlikely that the marina can generate sufficient revenue to eliminate the deficit regardless of the time frame in consideration.**

# TAB 5

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 17, 2008

Agenda Item No. *Tab 5*

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                          |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                          |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input type="checkbox"/> Other:                              |

SUBJECT: Marina Security

RECOMMENDED MOTION/ACTION: Approve resolution and award bid to...

Approved by Town Manager *Mr. Davis* Date: *11/14/08*  
*Anne M. Costello* *11/14/08*  
 Name/Title Finance Director Date of Actual Submittal

<b>Originating Department:</b> Finance	Costs: \$ 62,986.00 <b>Funding Source:</b> Acct. # 401-57-579-800-34000	<b>Attachments:</b> Contract
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input checked="" type="checkbox"/> Marina <b>MP</b> _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** In October the Town issued a formal request for bids for security services at the Lake Park Harbor Marina. Six proposals were received and reviewed. The lowest and the second lowest bids were determined to be non-responsive due to the fact that they did not contain all of the necessary documentation required by the bid specifications such as insurance certificates, licenses and financial information, and were rejected. The third and fourth lowest bids were determined to be in compliance with the specifications and were within a couple thousand dollars of each other.

After a complete reference check of both firms, it has been determined that the contract should be awarded to the third lowest bidder, Advanced National Security and Investigations, Inc. Advanced National Security is the current security services contractor at the Marina. The term of the contract shall be for a period of one (1) year with an option to renew for an additional two (2) one (1) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the Town.



**Minutes**  
Town of Lake Park, Florida  
Marina Security Services 06-2008  
November 13, 2008 at 10:00 a.m.  
Commission Chamber, Town Hall, 535 Park Avenue

The Marina Security Services bid opening was conducted on November 13, 2008 at 10:00 a.m. Present were Michael Piscano, Marina Manager, and Town Clerk Vivian Mendez Lemley.

Town Clerk Vivian Mendez Lemley called the meeting to order at 10:00 a.m. Vivian Mendez Lemley explained that six (6) bids had been received for the project.

Company	Address	Total Bid	Bid Bond Included
Weiser Security	3003 S. Congress Ave Palm Springs,	\$62,508.00	
Gidden Security Corp.	528 S. Edgewood Ave Jacksonville, 32205	\$65,575.92	
Wackenhut Corp.	4200 Wackenhut Drive Suite 102, PBG, 33410	\$91,859.04	
Advanced National Security	110 Shore Drive Riviera Beach, 33404	\$62,986.00	
Madison Security Group, Inc.	1200 N. Federal St. Boca Raton, 33432	\$75,915.84	
H&P Protective Services	29829 Greenfield Rd Southfield, MI 48076	\$61,152	

A review of the bid packages will be conducted to ensure all the required documentation are included. The Town Commission will be given a recommendation for approval.

Vivian Mendez Lemley thanked everyone for being present.

**ADJOURNMENT:**

With no other Bids, the opening of Bid 06-2008 was closed at 10:08 a.m..

  
Town Clerk Vivian Mendez Lemley



FLORIDA

SPECIFICATIONS AND  
BID DOCUMENTS  
FOR

Security Service Contact

Bid # 06-2008

TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK FLORIDA 33403

TOWN CLERKS OFFICE  
(561) 881-3311

Security Service Contract for  
TOWN OF LAKE PARK HARBOR MARINA

**Bid # 06-2008**

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Drug Free Workplace _____	page 28
Anti-kickback Affidavit _____	page 29
Non-Collusion Affidavit _____	page 30
Certification of Non-Segregated Facilities _____	page 31
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Financial Stability _____	page 36
Litigation and Criminal Convictions _____	page 38
Agreement _____	page 39

## INVITATION TO BID

The Town Commission is accepting sealed Bids for the following:

### Security Service Contract

All Bids must be received in triplicate at the address below, in the office of the Town Clerk, no later than Thursday, November 13, 2008 at 10:00 a.m., at which time all Bids will be publicly opened and read in the Commission Chamber of Town Hall. Receipt of a response by any Town office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Purchasing time stamp shall be conclusive as to the timeliness of receipt. Bid Documents may be obtained at the address below or by calling the Town Clerk (561) 881-3311. Bid Documents will not be issued unless the request is received at least 24 hours prior to the opening of the Bids.

### Bid Documents

Bid documents may be obtained by calling the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m., Monday–Friday, upon payment of a \$10.00 non-refundable fee, for each bid document.

All Bids should be submitted in a sealed manila envelope and be delivered or mailed to:

Town of Lake Park  
Attn: Town Clerk  
535 Park Avenue  
Lake Park, Florida 33403

### **Envelope must be identified as sealed bid # 06-2008 Marina Security Services**

The Town reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves the Town.

TOWN OF LAKE PARK

Michael Pisano  
Lake Park Harbor Marina Manager

Publish: Palm Beach Post, Thursday, October 16, 2008

## INVITATION TO BID

**SUBMIT BID TO:**  
TOWN OF LAKE PARK  
TOWN CLERK  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403

### GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF LAKE PARK. THE TOWN OF LAKE PARK 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: Marina Security Service

BID NO.: 06-2008

BIDS WILL BE OPENED 10:00 AM (EDST), Thursday, November , 13, 2008,  
and may not be withdrawn during the 90 calendar days following such date and time.

TOWN AGENT:  
Michael Pisano 561-881-3353

**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 12 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 OR SOCIAL SECURITY NUMBER OF BIDDER: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS:**

### **1. DEFINED TERMS**

1.1 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 TOWN, 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 TOWN (on the basis of TOWN'S evaluation as hereinafter provided) makes an award. The term "TOWN" refers to the TOWN OF LAKE PARK, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, 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, if required, 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. TOWN does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. TOWN, 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 TOWN, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to TOWN, or who is deemed responsible or unreliable by the TOWN.

3.2 As part of the Bid evaluation process, 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. TOWN 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 TOWN. 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, 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 TOWN in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by TOWN as having received the Bid documents. The issuance of a written addendum by the 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 TOWN shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 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 TOWN.

7.6 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**

8.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

8.1.1 The chemical name and the common name of the toxic substance.

8.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.

8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

8.1.4 The emergency procedure for spills, fire, disposal and first aid.

8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## **9. SUBMISSION OF BIDS**

9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR SECURITY SERVICES, TOWN OF LAKE PARK MARINA, BID # 06-2008 OPEN ON November 13, 2008 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 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 Invitation to Bid and the responses thereto 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 Invitation to Bid will become the property of the TOWN 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 TOWN.

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 blanks must be completed.

10.2 The Bid must be signed by one 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 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 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.

## **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 TOWN and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of TOWN 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 To the extent permitted by applicable state and federal laws and regulations, TOWN 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 TOWN reserves the right to reject the Bid of any Bidder if TOWN believes that it would not be in the best interest of TOWN to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by TOWN.

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 TOWN, 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 TOWN indicates to TOWN that the award will be in the best interests of the TOWN and not necessarily to the lowest Bidder.

15.2 Criteria utilized by TOWN 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 TOWN Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the TOWN.

### **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 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 TOWN 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 TOWN reserves the right to obtain such delivery from others without penalty or prejudice to the Towner to the Bidder.

16.3 CONTRACT PERIOD: The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The TOWN 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 TOWN. 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 TOWN as determined by the TOWN Manager. The successful Bidder shall be required to provide proper proof of insurance to the TOWN Manager prior to award. No award will be recommended until a written determination is made by TOWN Manager 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 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 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 TOWN, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the 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 TOWN or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the 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 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 may be included in the Bid documents, which are to be completed and submitted by Bidders: (a) Bidder acknowledgment (b) Bid Form (c) Non-Collusive Affidavit (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder. (e) Qualification Statement, if required by the Special Conditions. (f) Bid Security, if required by the Special Conditions. (g) Certificate(s) of Insurance, if required by the Special Conditions. (h) Certification of Non-Segregated Facilities, 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 "Public Notice of Invitation to Bid", "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.

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 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

Contractor agrees that its acceptance of the terms and conditions of this Invitation to Bid also constitutes a Bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as specified in this Bid, should vendor deem it in the best interest of its business to do so.

### 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.

A Performance Bond will be required.

### 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 the Palm Beach County.

A Business Tax 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, 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.

#### 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 Town, will be in the best interest of and/or most advantageous to the Town .

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 Town to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" 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 Town is 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 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 Town 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 Town 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 Town 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 Town in writing.

Any Contract may be renewed for only two (2) additional term 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 Lake Park Harbor Marina and related grounds. 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 Town 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 Town of any obligation previously understood.

### INDEMNIFICATION

The parties agree that 1% 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 Town 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 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, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability, as will assure to Town of Lake Park 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 Town of Lake Park by naming 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 limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Each Disease, and One Hundred Thousand Dollars (\$100,000.00) Aggregate by Disease.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit for Bodily Injury Liability and Property Damage Liability. 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) per occurrence 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 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 required herein prior to final award by the Town Commission. Such certificate(s) shall reference this agreement. The certificate holder shall be the Town of Lake Park to the attention of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. Town of Lake Park reserves the right to require a certified copy of such policies upon request. All certificates shall state that 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 "Town of Lake Park". This official title shall be used in all insurance, or other legal documentation. Town of Lake Park is to be included as "Additional Named Insured" with respect to liability arising out of operations performed for Town of Lake Park by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

## **SPECIFICATIONS FOR Security Service Contract**

### GENERAL

The Town will appoint a representative to 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 provide the Town's representative with a log of daily activities and incident reports after completion of the shift
- (e) Contractor shall provide all supervision, labor, tools, vehicles, and equipment to complete all services

#### **1. Overview**

Lake Park Harbor Marina ("Marina") is a public facility owned by the Town of Lake Park. The Marina provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 103 slips and the availability of two public boat ramps with trailer parking.

#### **2. Contractor Requirements**

Provide all management, supervision, labor, materials and equipment necessary to provide full building and site security services as described herein for the Lake Park Harbor Marina, 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, security guard personnel at the Lake Park Harbor Marina during all times the marina is closed to the

public (after hour's operation). The Lake Park Harbor Marina after hours of operation is 6:00PM to 6:00AM Monday through Sunday. 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, vessel and building burglary and invasion, loitering, criminal mischief, intruders, fire, vessel sinking, 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.
- Communication between security officers and Marina management is required. Cell phones will be provided by the Contractor.
- Use of Town property (including telephones) shall be used for official business in the performance of the Contract 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 to perform security guard duties as prescribed.

- Ability to recognize dangerous or potentially dangerous situation;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to deal effectively segments of the public; relate to people well and not become easily frustrated;

- Ability to work without close supervision and to make independent decisions;
- Ability to respond calmly in an emergency situation and determine proper course of action;
- Ability make accurate observations;
- Ability to establish and maintain effective working relationships with others;
- A history of employment as a security guard;
- Ability to pass background investigation. The Town of Lake Park reserves the right to review the history(s) of each security officer assigned to insure that the background investigation has been conducted satisfactorily
- A drug-free certificate

**g. Enforcement**

- All security services performed and equipment provided shall be subject to review and inspection by the Town. The Town reserves the right to inspect ongoing security during any 24-hour period.
- The Town 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.
- Inspection of security services is the responsibility of the Town of Lake Park designee. The Town 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. The amount of such fines assessed shall be deducted from the next subsequent invoice. In the event of the occurrence of any such violations or infractions, the selected security company must agree to accept the imposition of such fines and the deduction of said amounts from subsequent invoices. 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. **Performance Bond.**
  - The Contractor shall, at no additional cost to the Town provide a Performance Bond in the amount equal to the Contract amount.
- j. **Post-Award review**
  - Prior to performance commencing under the Contract, the Lake Park Harbor Marina 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 at the marina.
    - b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
    - c. Requirements for Contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.

BID FORM

Billing Rate  
To Town  
(\$/hour)

**Marina Guard**

\_\_\_\_\_ Straight time  
\_\_\_\_\_ Overtime/Holiday  
\_\_\_\_\_ Estimated Annual Billing

**Special Event Guard**

\_\_\_\_\_ Straight time  
\_\_\_\_\_ Overtime/Holiday

INDIVIDUAL, FIRM OR PARTNERSHIP

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number: \_\_\_\_\_

CORPORATION

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

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 similar work. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1.	
	PHONE:
2.	
	PHONE:
3.	
	PHONE:
4.	
	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: \_\_\_\_\_

(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 \_\_\_\_\_, 2008 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 #: \_\_\_\_\_ Bid Name: \_\_\_\_\_

(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 \_\_\_\_\_ 2008 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

\_\_\_\_\_

**(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 arms 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.

5. 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.
6. 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 \_\_\_\_\_ 20\_\_, 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 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 statements for each year of operation.
- 4) Any letters of reference from lenders, financial institutions, or vendors that attest to the credit-worthiness of your company and/or their willingness to do business with your company.

(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 all civil litigation your firm has been involved with since November 1992. Include 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.

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

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

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

**C-2**  
**Criminal Litigation**

Please provide a summary of all criminal litigation your firm has been involved with since November 1992. Include 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.

<b>Defendant:</b>
<b>Charge(s):</b>
<b>Brief Description:</b>
<b>Outcome/Projected Outcome:</b>

<b>Defendant:</b>
<b>Charge(s):</b>
<b>Brief Description:</b>
<b>Outcome/Projected Outcome:</b>

<b>Defendant:</b>
<b>Charge(s):</b>
<b>Brief Description:</b>
<b>Outcome/Projected Outcome:</b>

TOWN OF LAKE PARK  
AND

---

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and \_\_\_\_\_, a Florida Corporation, Florida State Contractor's License No.: \_\_\_\_\_, FEID Number \_\_\_\_\_, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

**WHEREAS**, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

**WHEREAS**, the TOWN has previously determined that it is need for the provision of security services at the Lake Park Harbor Marina; and

**WHEREAS**, the TOWN has solicited and received bids on \_\_\_\_\_, for the required security services; and

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

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

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

**NOW, THEREFORE**, the TOWN 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. The CONTRACTOR shall provide and install the following items/services (all necessary labor and materials) for the security services as more specifically provided in **Exhibit "A"** attached hereto and made a part hereof

1.2 CONTRACTOR shall obtain a Business Tax 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 TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN 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 TOWN 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 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:\_\_\_\_\_.

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 TOWN, 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 TOWN 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 TOWN 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 \_\_\_\_\_ (Exhibit "\_\_\_");
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents
- e) Payment and Performance Bonds.

#### 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 TOWN and to execute the orders or directions of the TOWN. 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. PERFORMANCE BOND AND PAYMENT BOND**

8.1 Concurrent with the execution of these Contract Documents, the CONTRACTOR shall tender to the TOWN a performance bond and a payment bond acceptable to the TOWN, each in an amount equal to or greater than one hundred percent (100%) of the total Contract price. Cash, certificate of deposit, cashier's check, treasurer's check or bank draft of any national or state bank in the State of Florida may be tendered in lieu of the payment and the performance bond. Certificates of deposit, checks and bank drafts shall be made payable to the TOWN.

8.2 All surety bonds tendered must be written by a company duly authorized to do business in the State of Florida, and if furnished through a broker or agent, said broker or agent shall be registered in the State of Florida. If at any time after the execution of this Contract and the surety bonds, the TOWN shall deem the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the Contract, the CONTRACTOR shall, at its sole expense and within five (5) days after the receipt of notice from the TOWN, furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the TOWN. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security shall be furnished in manner and form satisfactory to the TOWN as to protect the interests of the TOWN and ensure the payment of persons supplying labor and materials under the Contract.

8.3 The surety company shall indemnify and provide defense for the TOWN when called upon to do so for claims or suits against the TOWN arising out of the contract. The amount of the Contract price is the all limitation of this indemnification. The TOWN shall have the right to select its legal defense counsel in any such proceeding in which the CONTRACTOR and/or the surety company is obligated to provide the TOWN with a defense and indemnification pursuant to this Contract, and all fees and costs associated therewith shall be the responsibility of the surety.

**9. INSURANCE REQUIREMENTS**

9.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Contract, which must include the following coverages 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, Combined Single Limit for 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.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, 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.

9.2 The 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.

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

9.4 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: B+ to A+.

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

9.6 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 TOWN is named as an additional named insured shall not apply to TOWN.

9.7 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 TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

## 10. INDEMNIFICATION

10.1 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 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 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.

10.2 The CONTRACTOR shall indemnify, defend, and save harmless the 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 TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

10.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the 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.

10.4 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).

10.5 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 TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

11. **SUBCONTRACTORS**

The CONTRACTOR is as fully responsible to the 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 TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the TOWN.

12. **PERMITS AND LICENSES**

12.1 The CONTRACTOR shall, without additional expense to the 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.

12.2 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 TOWN without delay.

12.3 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 TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

**13. WARRANTIES OF CONTRACTOR**

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

13.2 Warranty of Solvency: The 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.

13.3 Warranty against Breach: The CONTRACTOR warrants to the 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.

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

**14. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT**

14.1 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 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.

**15. TAX EXEMPTION**

15.1 The TOWN is 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.

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

**16. RECORDS**

16.1 The CONTRACTOR shall maintain records and the 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 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 TOWN 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 TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

17. **PUBLIC ACCESS**

17.1 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.

18. **FORCE MAJEURE**

18.1 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.

19. **GRATUITIES**

19.1 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 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 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.

20. **GOVERNING LAW AND VENUE**  
20.1 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.
21. **CONTRACT AMENDMENTS**  
21.1 This Contract may be amended only with the prior written approval of the parties.
22. **NO WAIVER**  
Changes made by the TOWN 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 TOWN and in accordance with the Contract Documents.
23. **NO ASSIGNMENT**  
23.1 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.
24. **ATTORNEY'S FEES**  
24.1 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.
25. **COMPLIANCE WITH LAWS**  
25.1 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 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.
26. **INDEPENDENT CONTRACTOR STATUS**  
26.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN 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.
27. **INTEGRATION**  
27.1 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 TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.
28. **TERMINATION FOR CAUSE AND DEFAULT**  
28.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN 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 TOWN 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 TOWN, the 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.

28.2 The 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.

## **29. TERMINATION FOR CONVENIENCE OF TOWN**

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

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

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

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 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.

29.3 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.

## **30. NON-EXCLUSIVITY**

30.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the a CONTRACTOR, for all work of this type, which may develop during the Contract period. The 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.

31. **FUNDING**

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

32. **RIGHT TO AUDIT**

32.1 The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall 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.

33. **APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS**

33.1 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.

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

33.3 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 TOWN.

34. **SAFETY**

34.1 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.

35. **NOTICE**

35.1 All notices and invoices to the TOWN shall be sent to the following address:

Town of Lake Park  
Attention: Town Manager  
535 Park Avenue  
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

**36. SEVERABILITY**

36.1 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

THE TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez Lemley, Town Clerk

By: \_\_\_\_\_  
Desca DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: \_\_\_\_\_  
Town Attorney

**CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2008

(Notary Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**MARINA SECURITY BID**

**BID NO.: 06-2008**

**PROPOSAL FOR  
ARMED/UNARMED SECURITY GUARD SERVICES  
FOR TOWN OF LAKE PARK:**

**LAKE PARK HARBOR MARINA**

**ADVANCED NATIONAL SECURITY  
AND INVESTIGATIONS, INC.**

**CONTACT: WILLIAM R. WUMMER**

**110 SHORE DRIVE  
RIVIERA BEACH, FL 33404**

**561-845-8386 FAX 561-845-6418**

**10:00AM, THURSDAY, NOVEMBER, 13, 2008**

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 12 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER:

ADVANCED NATIONAL SECURITY AND INVESTIGATIONS, INC.

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE:

PRESIDENT



TYPED/PRINTED NAME OF AUTHORIZED AGENT:

WILLIAM R. WUMMER

ADDRESS:

110 SHORE DRIVE, LAKE PARK, FL 33404

PHONE NO: ( 561 ) 845-8386

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: \_\_\_\_\_

60-0002098

BID FORM

Billing Rate  
To Town  
(\$/hour)

**Marina Guard**

\$14.42 Straight time

\$21.63 Overtime/Holiday

\$62,986.<sup>00</sup> Estimated Annual Billing  
@ 84 hours a week

**Special Event Guard**

\$14.42 Straight time

\$21.63 Overtime/Holiday

INDIVIDUAL, FIRM OR PARTNERSHIP

By: William R. Wummer / William R. Wummer  
(Signature) (Print name)

Address: 110 SHORE DRIVE  
RIVIERA BEACH, FL 33404

Telephone: 561-845-8386 Fax: 561-845-6418

Social Security Number (OR) Taxpayer Identification Number: 60-0002098

CORPORATION

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

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: William R. Wummer

Address: 110 SHORE DRIVE, RIVIERA BEACH, FL 33404

Telephone: (561) 315-3722

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

Name: ROBERT C. WUMMER

Address: 110 SHORE DRIVE, RIVIERA BEACH, FL 33404

Telephone: (561) 389-2882



No Events   No Name History

[Document # Search](#)

## Detail by Document Number

### Florida Profit Corporation

ADVANCED NATIONAL SECURITY AND INVESTIGATIONS INC.

### Filing Information

Document Number P07000119839  
FEI Number 600002098  
Date Filed 11/01/2007  
State FL  
Status ACTIVE  
Effective Date 11/02/2007

### Principal Address

110 SHORE DRIVE  
RIVIERA BEACH FL 33404

### Mailing Address

110 SHORE DRIVE  
RIVIERA BEACH FL 33404

### Registered Agent Name & Address

WUMMER, WILLIAM R  
110 SHORE DRIVE  
RIVIERA BEACH FL 33404 US

### Officer/Director Detail

#### Name & Address

Title P

WUMMER, WILLIAM R  
110 SHORE DRIVE  
RIVIERA BEACH FL 33404

### Annual Reports

Report Year Filed Date  
2008 04/29/2008

### Document Images

04/29/2008 -- ANNUAL REPORT   [View image in PDF format](#)

11/01/2007 -- Domestic\_Profit   [View image in PDF format](#)

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

## 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 similar work. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1. NEW PORT COVE MARINA  Bruce Grant GENERAL MANAGER	255 E. 22 <sup>ND</sup> COURT  RIVIERA BEACH, FL 33404
	PHONE: 561-844-2504 FAX: 561-863-5086
2. NORTH PALM BEACH MARINA  Doug Alexander GENERAL MANAGER	1037 MARINA DRIVE  NORTH PALM BEACH, FL 33408
	PHONE: 561-626-4919 FAX: 561-626-8857
3. SEMINOLE MARINE  DARLYNE MORRISON GENERAL MANAGER	2208 IDLEWILD ROAD  PALM BEACH GARDENS, FL 33410
	PHONE: 561-622-7600 FAX: 561-627-1304
4. MARINER SANDS  EDWARD BENNETT	6500 MARINER SANDS DRIVE  STUART, FL 34997
	PHONE: 772-215-2896 FAX:

# The Town of Lake Park

Office of the Town Manager



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

August 15, 2008

To Whom It May Concern:

I am taking this time to write this letter to highly recommend Advanced National Security and Investigations for security.

The Town of Lake Park had had numerous problems with break-ins and security issues at the Lake Park Harbor Marina prior to employing Advanced National Security. We engaged their service in December of 2005 with a two year contract and were so pleased with the results that we renewed the contract. They have highly skilled and professional personnel that have always been available immediately for emergencies and extra coverage. The supervisors have been on sites every night.

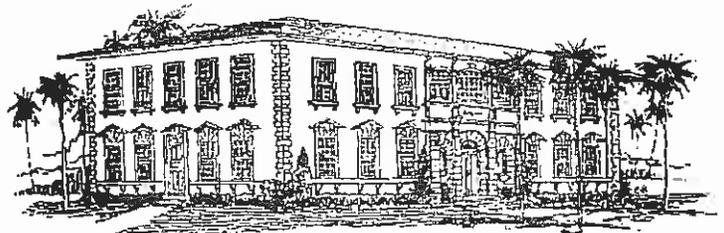
Advanced National Security & Investigations has been a valued asset to the Town of Lake Park and would be an asset to any company or city. Please contact me at 561-310-9884 if you have any further questions.

Sincerely,

Ed Daly  
Vice Mayor

# The Town of Lake Park

Office of the Town Manager



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

November 3, 2006

Robert C. Wummer  
Private Investigator/Manager  
Advanced National Security & Investigations  
110 Shore Drive  
Riviera Shores, Florida 33404

Re: Lake Park Harbor Marina

Dear Mr. Wummer:

It is with pleasure to inform you that the Town Commission has approved extending the existing security contract for 1 year with Advanced National Security & Investigations, along with a 3% cost of living increase.

The presence of a security officer at the Lake Park Harbor Marina has in fact attributed to a decrease in criminal activity. Your services and commitment to continue in this success is greatly appreciated.

Sincerely,

Cynthia R. Sementelli  
Interim Town Manager

CRS/jp



July 25, 2008

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 for several years 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 integrity of our property has been greatly improved.

Whenever we have needed additional service Advanced National has been willing and able to accommodate.

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". The signature is fluid and cursive, with a large initial "B" and "C".

Bryan Cheney  
Director of Operations

# Maroone

# Lincoln-Mercury

**Maroone Lincoln-Mercury  
of North Palm Beach**  
3626 Northlake Boulevard  
North Palm Beach, FL 33403  
(561) 622-0700 N. Palm Beach  
(561) 278-4292 S. Palm Beach  
(772) 546-0100 Martin County  
[www.MarooneLM.com](http://www.MarooneLM.com)

September 4, 2007

To Whom It May Concern:

On behalf of Maroone Lincoln-Mercury, I am pleased to offer this letter to serve as a recommendation for Advanced National Security and Investigations. They have provided the security for the company for five years and we have been extremely pleased with their service.

Advanced National Security has provided a fully marked security vehicle, armed security guard and a trained K-9. I feel confident in saying, it is because of these services, and our criminal occurrences have dropped 100%.

In several instances we have also employed investigative services from Advanced National Security and Investigations and they have always responded immediately and effectively.

I highly recommend Advanced National Security & Investigations and would be happy to supply any further information needed.

Sincerely,



T.J. Tjomstol  
General Manager  
Maroone Lincoln-Mercury  
561-622-0700

# Grumman Corporation

Bethpage, New York 11714-3580

March 15, 1993

Mr. Robert Wummer  
110 Shore Drive  
Riviera Beach, Florida

Dear Bob,

In July of 1982, I had the pleasure of writing to you, complimenting you on the excellent job you did protecting a Hydrofoil Gun Boat, that was being built for a foreign government. Your duties consisted of, armed guards, unarmed guards, guard dogs, investigations, surveillance and body guard service.

At that time you were the owner of a security company and you handled the complete scheduling and full supervision of this entire program. You gave us the best personnel for a job with top security clearance. As the company owner you took the initiative to use your own vessel to add to the security of this project. Because of your personal interest and superior service I would highly recommend you for any position to which you may apply.

Truly yours,

*J. F. "Joe" Oliveri*

J. F. Oliveri  
Chief Security Manager  
Grumman Corp. (Retired).



# CITY OF RIVIERA BEACH

200 EAST 13TH STREET  
(561) 842-7806

RIVIERA BEACH, FLORIDA 33404  
FAX (561) 845-8197

OFFICE OF  
CITY MARINA

To Whom It May Concern,

On Guard Security and Investigations Inc. along with Advanced National Security and Investigations, Inc. have contracted with the Riviera Beach Marina on several occasions. They have demonstrated extreme professionalism in both communications with patrons and regulating diversified situations.

Most recently they have provided for our cruise ship and parking lot with K-9 patrols.

I highly recommend both of these companies for security services.

Sincerely,

A handwritten signature in cursive script that reads "George Carter". The signature is written in black ink and is positioned above the printed name.

George Carter  
Marina Director



# SEMINOLE

Marine Maintenance Service

A DIVISION OF GIUFFRE, SOUTH, INC.

2208 Idlewild Road • Palm Beach Gardens, Florida 33410  
561-622-7600 • FAX 627-1304

August 22, 2008

To Whom It May Concern:

Advanced National Security & Investigations has provided security for Seminole Boat Yard for the past 7 years that I have been General Manager and even before my tenure.

We attribute a complete decrease of breaking and entering into yachts and the marina to the excellent job done by Advanced National Security. They respond immediately to any problems that arise and have sent Road Patrol Supervisors and Investigators at no additional charge.

I recommend Advanced National Security & Investigations to any marina or business in need of security.

Sincerely,

Darlyne Morrison  
General Manager



1495 Forest Hill Blvd., Suite G • West Palm Beach, Florida 33406-6073  
Telephone 561-964-0700 • Fax 561-964-5551  
www.dplewis.com  
**Daniel P. Lewis, SIOR, CCIM**

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CORPORATE, COMMERCIAL & INDUSTRIAL REAL ESTATE SERVICES

August 16, 2000

To Whom It May Concern:

**RE: ROBERT WUMMER OF ADVANCED NATIONAL SECURITY**

I have had the pleasure of retaining Mr. Robert Wummer for security and investigation services for over five (5) years. The security personnel are polite to their customers and tenants while executing their detailed security plan and control. Their diligent efforts and attention to detail is not commonly found in the typical security firms within Palm Beach County.

In one case, we retained Mr. Wummer's security services for property known as the Garden Office Center, located at 7289 Garden Road, Riviera Beach. There was a history of crimes against persons and crimes against property. Once his firm took control of the security, these crimes ceased. The tenants and customers were pleased with their performance.

I highly recommend Mr. Wummer and his firm to provide security and investigation services for you and your company. Should you require additional details, please let me know.

Sincerely,

**D. P. LEWIS & ASSOCIATES, INC.**

Daniel P. Lewis, SIOR, CCIM  
President/Broker

DPL:leq





# **ADVANCED NATIONAL SECURITY & INVESTIGATIONS**

*Civil and Criminal Private Investigators*

MAROONE LINCOLN MERCURY

3626 Northlake Boulevard  
North Palm Beach, Fl 33403  
561 622-0770  
Road Patrol by Armed Security & K9

VISTA CENTER ASSOC. INC.

2257 Vista Parkway #17  
West Palm Beach, Fl 33411  
K9 Security Officer/Marked K9 Vehicle  
561 478-4300

HORACE E BEACHAM, ATTORNEY

249 Peruvian Avenue  
Palm Beach, Fl 33480  
K9 Security / Investigations / Bodyguard

MARINER SANDS

6500 Mariner Sands Drive  
Stuart, Fl 34997  
Chief Edward Bennett 772 215-8961  
3 Marked Patrol Vehicles

SAVE-A-LOT FOOD STORES

3000 Broadway  
Riviera Beach, Fl 33404  
Sal Deroy, Manager 561 801-6535  
Armed Security Officer

COLUMBIA HOSPITAL

2201 45 Street  
West Palm Beach, Fl 33407  
Eric Goldman 561 842-6141  
Security Officer on Golf Cart  
Road Patrol by Armed Security & K9

FARISH FARISH & ROMAN

316 Banyan Street  
West Palm Beach, Fl 33401  
Joe Farish 561 659-3500  
K9 Security / Investigations / Bodyguard

SAILFISH MARINA

98 Lake Drive  
Palm Beach Shores, Fl 33404  
Bryan Cheney 561 281-6043  
Security Officer with K9

GRUBB & ELLIS

1665 Palm Beach Lakes Blvd  
West Palm Beach, Fl 33401  
Jonathan D Rubins 561 684-9500  
Gate House Security Officer 24/7

LAKE PARK MARINA

103 Lake Shore Drive  
Lake Park, Fl 33403  
Ed Daly, Vice Mayor 561 310-9884  
Security Officer

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 the Advanced Security & Investigations. Please utilize these references but keep in mind that they are *confidential*.



# Slaton

the name means insurance

Serving Florida Business Since 1923



November 1, 2008

Town of Lake Park  
535 Park Ave.  
Lake Park, Fl. 33043

RE: Advanced Nat'l Security  
Advanced Nat'l Investigations  
110 Shore Drive  
Riviera Beach, FL 33404

To Whom It May Concern:

Advanced National Security has been a client of Slaton Insurance since 11/22/2000. They are a pleasure to do business with. They pay all of their insurance premiums in a timely fashion; We have no record of any late payments on their account.

Should you have any questions, or if I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Paul R. Finley CIC, CWCA  
Certified Work Comp Advisor  
Cell: 561-818-0968  
Office: 561-683-8383  
Fax: 561-684-5995

D RICHTERKESSING INS AGC  
Auto-Life-Health-Home and Business  
4268 NORTHLAKE BLVD  
PALM BEACH GARDENS, FL 33410 PHONE (561) 627-3904

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November 10, 2008

TO: TOWN OF LAKE PARK

RE: ADVANCED NATIONAL SECURITY & INVESTIGATIONS/Robert Wummer

Please be advised that the above named Company and Owner have been insured with State Farm Insurance since January 1999.

Advanced National Security & Investigations has an excellent pay history with State Farm, no late payments, no lapses in coverages and no cancellations.

If you require any additional information, please feel free to give me a call.

Thank You.

*Diane Marie Darby*

Diane Marie Darby,  
Licensed Insurance Agent

## 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 WILLIAM R. WUMMER  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am PRESIDENT of ADVANCED NATIONAL SEC., the bidder that has submitted a proposal to perform work for the following project:

Bid #: 06-2008 Bid Name: MARINA SECURITY BID

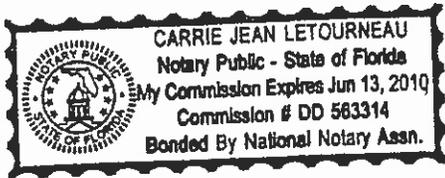
(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or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

William R. Wummer  
Signature

Subscribed and sworn to (or affirmed) before me this 7<sup>th</sup> day of November, 2008 by

William R Wummer, who is personally known to me or who has produced Personally  
Known as identification.

SEAL:



Notary Signature:

Carrie Letourneau

Notary Name:

Carrie Letourneau  
Notary Public-State of Florida

My Commission #:

DD 563314

Expires on:

June 13, 2010

NON-COLLUSION AFFIDAVIT

State of Florida  
County of Palm Beach

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

(1) He/she is PRESIDENT of ADVANCED NATIONAL SECURITY the Bidder that has submitted a proposal to perform work for the following: TOWN OF LAKE PARK HARBOR MARINA

Bid #: 06-2008 Bid Name: MARINA SECURITY BID

(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;

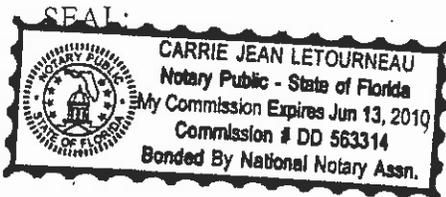
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham 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.

William R. Wummer

Signature

Subscribed and sworn to (or affirmed) before me this 7<sup>th</sup> day of November 2008 by William R. Wummer who is personally known to me or who has produced Personally Known as identification.



Notary Signature: Carrie Letourneau

Notary Name: Carrie Letourneau  
Notary Public - State of Florida

My Commission #: DD 5103319  
Expires on: June 13, 2010

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:

ADVANCED NATIONAL SECURITY

William R. Wummer  
Signature

110 SHORE DRIVE

WILLIAM R. WUMMER  
Name and Title

RIVIERA BEACH, FL 33404

November 7, 2008  
Date



Notary Signature: Carrie Letourneau

Notary Name: Carrie Letourneau  
Notary Public-State of Florida

My Commission #: DD 563314

Expires on: June 13, 2010.

**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  
(print name of public entity)  
by WILLIAM R. WUMMER, PRESIDENT  
(print individual's name and title)  
for ADVANCED NATIONAL SECURITY  
(print name of entity submitting sworn statement)

2. Whose address is  
110 SHORE DRIVE  
RIVIERA BEACH, FL 33404

and (if applicable) its Federal Employer Identification Number (FEIN) is  
60-0002098

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 arms 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.

5. 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.
6. 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

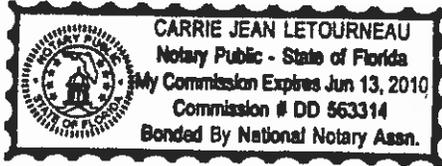
AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

William R. Wummer  
(Signature)

STATE OF FLORIDA  
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November 2008 by William R. Wummer as President of Advanced National Security who is personally known to me or has produced Personally Known as identification.

SEAL:



Notary Signature: [Signature]  
Notary Name Carrie Letourneau

**EXPERIENCE**

(Copy and complete one form for each contract for similar work)

Contract Name: SAILFISH MARINA

Address: 98 LAKE DRIVE

PALM BEACH SHORES, FL 33404  
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 WUMMER	MANAGER	(561) 389-2882	(561) 845-6418
2. WILLIAM WUMMER	PRESIDENT	(561) 315-3722	(561) 845-6418
3. ED WUMMER	SUPERVISOR	(561) 315-7723	(561) 845-6418

DATE OF CONTRACT

Contract start date 01/01/2005 Contract expiration date 1/1/11  
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option?  YES  NO

If yes, how long? N/A

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 \$ 16.00 per Hour

Final Contract Amount \$ 16.00 per Hour

11/06/08

**Income by Customer Summary**

Cash Basis

January 1 through November 6, 2008

	<u>Jan 1 - Nov 6, 08</u>
<b>AUTOBUILDERS</b>	<b>13,790.60</b>
<i>Bay Reach</i>	<i>2,124.00</i>
<b>CATALFUMO CONSTRUCTION &amp; DEVELOPMENT</b>	<b>19,182.00</b>
<i>Columbia Hospital</i>	<i>60,172.50</i>
<i>CRV WPB - EUCAL, LP</i>	<i>13,776.00</i>
<b>EMERALD DUNES GOLF CLUB</b>	<b>96,186.13</b>
<i>Enterprise Rent-a-Car</i>	<i>58,345.00</i>
<i>Florida Public Utilities</i>	<i>52,182.00</i>
<b>GW FORUM PROPERTIES, LLC</b>	<b>58,858.00</b>
<b>JB CHART DEVELOPMENT CORP</b>	<b>54,371.57</b>
<b>LAKE PARK OWNER, LLC</b>	<b>86,886.00</b>
<b>MACKINAC - BOYNTON BEACH</b>	<b>3,680.00</b>
<b>MACKINAC - WEST PALM BEACH</b>	<b>2,496.00</b>
<i>Mariner Sands Country Club, Inc.</i>	<i>31,415.04</i>
<b>MAROONE LINCOLN-MERCURY</b>	<b>5,505.00</b>
<b>PGA MARINE</b>	<b>18,958.50</b>
<i>Public Storage - Blue Heron</i>	<i>3,660.00</i>
<i>Public Storage - Military Trail</i>	<i>3,420.00</i>
<i>Royal Palm Memorial Gardens &amp; Funeral Hom</i>	<i>3,735.00</i>
<b>RYAN COMPANIES US, INC</b>	<b>30,976.00</b>
<i>Sailfish Marina</i>	<i>22,264.00</i>
<b>SAVE-A-LOT FOOD STORES</b>	<b>18,966.45</b>
<i>Town of Lake Park</i>	<i>54,002.90</i>
<i>Tuscan Homes Development Corp.</i>	<i>924.00</i>
<b>VISTA CENTER ASSOCIATION</b>	<b>51,856.30</b>
<b>TOTAL</b>	<b><u>767,732.99</u></b>

2:15 PM

**ADVANCED NATIONAL SECURITY AND INVESTIGATIONS INC.**

11/06/08

**Income by Customer Summary**

Cash Basis

January through December 2007

	<u>Jan - Dec 07</u>
<b>ARMSTRONG LANDSCAPING DESIGN GROUP, INC.</b>	<b>2,592.00</b>
<b>Bay Reach</b>	<b>5,658.30</b>
<b>BENNETT AUTO SUPPY</b>	<b>160.00</b>
<b>CATALFUMO CONSTRUCTION &amp; DEVELOPMENT</b>	<b>6,300.00</b>
<b>Columbia Hospital</b>	<b>79,253.04</b>
<b>Cracker Barrel</b>	<b>81,370.00</b>
<b>CRV WPB - EUCAL, LP</b>	<b>14,965.00</b>
<b>EMERALD DUNES GOLF CLUB</b>	<b>93,962.25</b>
<b>Enterprise Rent-a-Car</b>	<b>86,774.50</b>
<b>Florida Public Utilities</b>	<b>47,488.00</b>
<b>LAKE PARK OWNER, LLC</b>	<b>115,830.00</b>
<b>Mariner Sands Country Club, Inc.</b>	<b>42,573.60</b>
<b>MR. &amp; MRS. WILLIAM MANN</b>	<b>5,148.00</b>
<b>RYAN COMPANIES US, INC</b>	<b>6,480.00</b>
<b>Sailfish Marina</b>	<b>32,320.00</b>
<b>SEAGULL INDUSTRIES</b>	<b>2,520.00</b>
<b>Solid Gold</b>	<b>32,187.00</b>
<b>Town of Lake Park</b>	<b>68,747.49</b>
<b>Tuscan Homes Development Corp.</b>	<b>8,903.02</b>
<b>TOTAL</b>	<b><u>733,232.20</u></b>

2:17 PM

**ADVANCED NATIONAL SECURITY AND INVESTIGATIONS INC.**

11/06/08

**Income by Customer Summary**

Cash Basis

January through December 2006

	<u>Jan - Dec 06</u>
<b>Bayberry</b>	<b>59,790.42</b>
<b>Columbia Hospital</b>	<b>125,150.28</b>
<b>Cracker Barrel</b>	<b>45,800.00</b>
<b>CRV WPB - EUCAL, LP</b>	<b>2,747.00</b>
<b>Divosta - Martinique</b>	<b>88,897.80</b>
<b>DIVOSTA - VILLAGE WALK AT WELLINGTON</b>	<b>42,812.94</b>
<b>EMERALD DUNES GOLF CLUB</b>	<b>14,217.25</b>
<b>Enterprise Rent-a-Car</b>	<b>78,500.00</b>
<b>Mariner Sands Country Club, Inc.</b>	<b>41,640.38</b>
<b>Minto Communities, Inc.</b>	<b>161.98</b>
<b>Minto Communities, Inc.   Artesia</b>	<b>77,700.00</b>
<b>Minto Communities, Inc.   Laud. by the Sea</b>	<b>7,407.75</b>
<b>Okeechobee Industrial LP</b>	<b>675.00</b>
<b>Sailfish Marina</b>	<b>7,576.00</b>
<b>SHURGARD STORAGE MILITARY</b>	<b>360.00</b>
<b>Shurgard Storage</b>	<b>5,160.00</b>
<b>Standard Pacific Homes - Monterey</b>	<b>92,389.41</b>
<b>Standard Pacific Homes - Ventura</b>	<b>77,412.28</b>
<b>Town of Lake Park</b>	<b>44,436.00</b>
<b>Westbrooke - Canterbury</b>	<b>3,063.06</b>
<b>Westbrooke - Pembroke Pines</b>	<b>5,290.74</b>
<b>TOTAL</b>	<b><u>821,188.29</u></b>

**C-1**  
**Civil Litigation**

Please provide a summary of all civil litigation your firm has been involved with since November 1992. Include 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.

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

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

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

**David K. Kuschel P.A.**  
**Attorney/Certified Public Accountant**

---

27 Pennock Lane, Suite 204  
Jupiter, FL, USA 33458  
E-Mail: [anyname715@aol.com](mailto:anyname715@aol.com)

Telephone (561) 747-0852  
Telephone (561) 745-0740  
Telecopier (561) 745-0740

November 10, 2008

Town of Lake Park, Florida  
Attention: Town Manager & Pre-Qualification Committee  
Lake Park, FL 33404

**VIA HAND DELIVERY**

RE: Bid Proposal to Town of Lake Park for Security Services from  
***Advanced National Security & Investigations Inc.***

Attention: Town Manager & Pre-Qualification Committee,

This office and the undersigned represents ***Advanced National Security & Investigations Inc.,*** in selected legal, tax and financial matters. In that regard, I have prepared the attached Corporate Tax Returns and Balance Sheet from information supplied by management. In addition, this correspondence and attachments, along with the undersigned, further attest and support the ongoing financial stability of ***Advanced National Security & Investigations Inc.,***

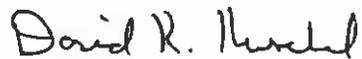
***Advanced National Security & Investigations Inc.,*** is a privately held corporation who maintains a business office at 110 Shore Drive in Riviera Beach at the southwest corner of the Lake Park Marina. As a privately held corporation, ***Advanced National*** does not go to the unnecessary expense of securing audited financials or redundant statements of cash flows. Furthermore, ***Advanced National*** is not subject to the expensive and time consuming SEC reporting requirements which necessitate a 10K or 10Q report for regulatory authorities and/or outside investors. ***Advanced National*** would rather allocate its resources to providing quality and dependable security services at a fair and reasonable price.

***Advanced National Security & Investigations Inc.,*** and its principals and predecessors in interest have been in the law enforcement and security business in Palm Beach County for five(5) decades. There are no current or prior bankruptcies, nor any civil litigation, criminal convictions or indictments. ***Advanced National Security & Investigations*** runs a clean and reputable business.

Currently, ***Advanced National*** has approximately 35 trained uniformed officers, 17 vehicles, and maintains that stable and experienced work force while providing competent and professional security services around the county. It has also successfully worked with Police Departments statewide. As their long time Attorney and CPA, I believe and can attest to the ongoing financial stability of ***Advanced National Security & Investigations, Inc.***

We hope the attachments and the preceding statements are sufficient for your files and consideration. If you have any questions or desire further information or clarification please contact the undersigned. Thank you for your time, attention, and favorable consideration.

Respectfully Submitted,

A handwritten signature in black ink that reads "David K. Kuschel". The signature is written in a cursive style with a large initial 'D'.

David K. Kuschel

3:15 PM

11/10/08

Accrual Basis

**ADVANCED NATIONAL SECURITY & INVESTIGATIONS INC.,**

**Balance Sheet**

As of November 10, 2008

	<u>Nov 10, 08</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
National City	37,644.43
<b>Total Checking/Savings</b>	<u>37,644.43</u>
Accounts Receivable	
Security Income Receivable	78,452.00
<b>Total Accounts Receivable</b>	<u>78,452.00</u>
<b>Total Current Assets</b>	116,096.43
<b>Other Assets</b>	
Dogs & Other Security Assets	12,622.00
Vehicles & Golf Carts	82,125.00
<b>Total Other Assets</b>	<u>94,747.00</u>
<b>TOTAL ASSETS</b>	<u><u>210,843.43</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Other Current Liabilities	11,265.00
Payroll Liabilities	13,545.00
<b>Total Other Current Liabilities</b>	<u>24,810.00</u>
<b>Total Current Liabilities</b>	<u>24,810.00</u>
<b>Total Liabilities</b>	24,810.00
<b>Equity</b>	
Opening Bal Equity	56,475.43
Retained Earnings	129,558.00
<b>Total Equity</b>	<u>186,033.43</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>210,843.43</u></u>

U.S. Income Tax Return for an S Corporation

Do not file this form unless the corporation has filed Form 2553 to elect to be an S corporation. See separate instructions.

2005

For calendar year 2005, or tax year beginning 2005, and ending

Header section containing: A Effective date of S election, B Business code number (561600), C Employer identification number (65-0927126), D Date incorporated, E Total assets, F Check applicable boxes, G Enter number of shareholders.

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Main table with columns for INCOME, DEDUCTIONS, and TAX AND PAYMENTS. Rows include: 1a Gross receipts or sales (1,469,285), 2 Cost of goods sold, 3 Gross profit, 4 Net gain, 5 Other income, 6 Total income (loss), 7-13 Deductions, 14a-c Depreciation, 15 Depletion, 16-19 Other deductions, 20 Total deductions, 21 Ordinary business income (loss), 22-23 Tax, 24 Estimated tax penalty, 25 Tax due, 26 Overpayment, 27 Enter amount of line 26 you want.

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, Date, Title

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Preparer's information section: Preparer's signature (David R. Kuschel), Date (11/10/08), Check if self-employed, Preparer's SSN or PTIN, Firm's name (DAVID K. KUSCHEL P.A.), address (27 PENNOCK LANE, SUITE 204, JUPITER, FL 33458), EIN (65-0709345), Phone no.

BAA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

COPY

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**Schedule A Cost of Goods Sold** (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement) * .STMT	4	0.
5	Other costs (attach statement) * .STMT	5	200,378.
6	<b>Total.</b> Add lines 1 through 5	6	133,590.
7	Inventory at end of year	7	333,968.
8	<b>Cost of goods sold.</b> Subtract line 7 from line 6. Enter here and on page 1, line 2	8	333,968.

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?  Yes  No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If 'Yes,' attach explanation  Yes  No

**Schedule B Other Information** (see instructions)

Yes  No

	Yes	No
1 Check method of accounting: (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, address, and employer identification number and (b) percentage owned		
4 Was the corporation a member of a controlled group subject to the provisions of section 1561?		
5 Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		
6 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"/>		
7 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 \$		
8 Check this box if the corporation had accumulated earnings and profits at the close of the tax year <input type="checkbox"/>		
9 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 type="checkbox"/>		

Note: If the corporation had assets or operated a business in a foreign country or U.S. possession, it may be required to attach Schedule N (Form 1120), Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

**Schedule K Shareholders' Shares of Income, Deductions, Credits, etc**

Shareholders' Pro Rata Share Items		Total amount	
1	Ordinary business income (loss) (page 1, line 21)	1	42,643.
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	
6	Royalties	5b	
7	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	6	
8a	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
b	Collectibles (28%) gain (loss)	8a	
c	Unrecaptured section 1250 gain (attach statement)	8b	
9	Net section 1231 gain (loss) (attach Form 4797)	8c	
10	Other income (loss) (see instructions)	9	
		10	

Shareholders' Pro Rata Share Items (continued)		Total amount	
<b>Deductions</b>	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	
<b>Credits and Credit Recapture</b>	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 Credit for alcohol used as fuel (attach Form 6478) .....	13f	
	g Other credits and credit recapture (see instrs) Type ▶ .....	13g	
<b>Foreign Transactions</b>	14a Name of country or U.S. possession .....		
	b Gross income from all sources .....	14b	
	c Gross income sourced at shareholder level .....	14c	
	<i>Foreign gross income sourced at corporate level:</i>		
	d Passive .....	14d	
	e Listed categories (attach statement) .....	14e	
	f General limitation .....	14f	
	<i>Deductions allocated and apportioned at shareholder level:</i>		
	g Interest expense .....	14g	
	h Other .....	14h	
	<i>Deductions allocated and apportioned at corporate level to foreign source income:</i>		
	i Passive .....	14i	
	j Listed categories (attach statement) .....	14j	
	k General limitation .....	14k	
<i>Other information:</i>			
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) .....			
<b>Alternative Minimum Tax (AMT) Items</b>	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	
<b>Items Affecting Shareholder Basis</b>	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	
<b>Other Information</b>	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) .....		
	e <b>Income/loss reconciliation.</b> (Required only if Schedule M-1 must be completed.) 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 .....	17e	42,643.

BAA

Form 1120S (2005)

Note: The corporation is not required to complete Schedules L and M-1 if question 9 of Schedule B is answered 'Yes'.

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
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 .....				
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 .....				
<b>Liabilities and Shareholders' Equity</b>					
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 .....		48,244.		90,887.
25	Adjustments to shareholders' equity (att stmt) .....				
26	Less cost of treasury stock .....				
27	Total liabilities and shareholders' equity .....		48,244.		90,887.

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return**

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 14l (itemize):		6	Deductions included on Schedule K, lines 1 through 12, and 14l, 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 17e). 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 .....	48,244.	
2	Ordinary income from page 1, line 21 .....	42,643.	
3	Other additions .....		
4	Loss from page 1, line 21 .....		
5	Other reductions .....		
6	Combine lines 1 through 5 .....	90,887.	
7	Distributions other than dividend distributions .....		
8	Balance at end of tax year. Subtract line 7 from line 6 .....	90,887.	

Schedule K-1 (Form 1120S)

2005

Final K-1 Amended K-1

Department of the Treasury Internal Revenue Service

For calendar year 2005, or tax year beginning ending

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., 110 SHORE DRIVE, RIVIERA BEACH, FL 33404
C IRS Center where corporation filed return Ogden, UT 84201-0013
D Tax shelter registration number, if any
E Check if Form 8271 is attached

Part II Information About the Shareholder
F Shareholder's identifying number
G Shareholder's name, address, city, state, and ZIP code WILLIAM R. WUMMER, 110 SHORE DRIVE, RIVIERA BEACH, FL 33404
H Shareholder's percentage of stock ownership for tax year 100.00000 %

Table with 3 columns: Line number, Description, and Code. Rows include: 1 Ordinary business income (loss) 42,643. 13 Credits & credit recapture; 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.

FOR USE ONLY

\*See attached statement for additional information.

Form 1120S, Page 1, Line 19

**Other Deductions**

COMMISSIONS/REFERRAL FEES	5,850.
INSURANCE/TRANSPORTATION	32,692.
Gas & Fuel	14,178.
Printing & Reproduction	2,328.
OFFICE EXPENSES/SUPPLIES	2,380.
Other Expense	3,176.
PROFESSIONAL DEVELOPMENT	3,659.
TRAVEL/ENTERTAINMENT	17,523.
UNIFORMS	3,178.
UTILITIES	2,328.
Investigative Services	12,829.
CONTRIBUTIONS	875.
TELEPHONE	4,874.
Dues & Subscriptions	245.
MISCELLANEOUS	3,927.
DUES & SUBSCRIPTIONS	
OTHER SECURITY EXPENSES	
PRINTING & REPRODUCTION	
Total	<u>110,042.</u>

Form 1120S, Page 2, Schedule A, Line 4

**Schedule A, Additional 263A Cost**

MATERIALS/EQUIPMENT	39,459.
DOG HANDLERS & TRAINERS	22,965.
PATROL EXPENSES-Vehicle & Transportation	19,641.
DOG SUPPLIES	20,757.
Vet/Other Dog Expenses	6,374.
Sales Tax Expense	91,182.
Total	<u>200,378.</u>

Form 1120S, Page 2, Schedule A, Line 5

**Schedule A, Other Costs**

Outside Security Service-VANGUARD	114,755.
Outside Security Contractors	18,835.
Total	<u>133,590.</u>

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 Form 2553 to elect to be an S corporation. See separate instructions.

2006

For calendar year 2006 or tax year beginning, 2006, ending

Header section containing: A Effective date of S election, B Business activity code number (561600), C Employer identification number (65-0927126), D Date incorporated, E Total assets, F Check if: (1) Initial return, (2) Final return, (3) Name change, (4) Address change, (5) Amended return, G Enter the number of shareholders, H Check if Schedule M-3 is required.

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Main table with columns for INCOME, DEDUCTIONS, TAX AND PAYMENTS. Rows include: 1a Gross receipts or sales (873,178), 2 Cost of goods sold, 3 Gross profit, 4 Net gain, 5 Other income, 6 Total income, 7-21 Deductions, 22a-22c Excess net passive income or LIFO recapture tax, 23a-23e 2006 estimated tax payments and 2005 overpayment credited to 2006, 24 Estimated tax penalty, 25 Amount owed, 26 Overpayment, 27 Enter amount from line 26 Credited to 2007 estimated tax.

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, Date, Title.

Preparer's information section: Preparer's signature (David K. Kuschel), Date (4/10/08), Check if self-employed, Preparer's SSN or PTIN, Firm's name (DAVID K. KUSCHEL, PA), Firm's address (27 Pennock Lane Suite 204, JUPITER, FL 33458), EIN (65-0709345), Phone no.

BAA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. SPSA0112 01/05/07 Form 1120S (2006)

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**Schedule 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	52,880.
6	<b>Total.</b> Add lines 1 through 5	6	52,880.
7	Inventory at end of year	7	
8	<b>Cost of goods sold.</b> Subtract line 7 from line 6. Enter here and on page 1, line 2	8	52,880.

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

**Schedule 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 Was the corporation a member of a controlled group subject to the provisions of section 1561?		
5 Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		
6 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"/>		
7 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 ▶ \$		
8 Enter the accumulated earnings and profits of the corporation at the end of the tax year \$		
9 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		

**Note:** If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S. possession, it may be required to attach Schedule N (Form 1120), Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

**Schedule K Shareholders' Pro Rata Share Items**

	Total amount
1 Ordinary business income (loss) (page 1, line 21)	1 -20,551.
2 Net rental real estate income (loss) (attach Form 8825)	2
3a Other gross rental income (loss)	3 a
b Expenses from other rental activities (attach statement)	3 b
c Other net rental income (loss). Subtract line 3b from line 3a	3 c
4 Interest income	4
5 Dividends: a Ordinary dividends	5 a
b Qualified dividends	5 b
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))	8 a
b Collectibles (28%) gain (loss)	8 b
c Unrecaptured section 1250 gain (attach statement)	8 c
9 Net section 1231 gain (loss) (attach Form 4797)	9
10 Other income (loss) (see instructions)	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 Credit for alcohol used as fuel (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 .....	14c
	<i>Foreign gross income sourced at corporate level</i> .....	
	d Passive .....	14d
	e Listed categories (attach statement) .....	14e
	f General limitation .....	14f
	<i>Deductions allocated and apportioned at shareholder level</i> .....	
	g Interest expense .....	14g
	h Other .....	14h
	<i>Deductions allocated and apportioned at corporate level to foreign source income</i> .....	
	i Passive .....	14i
	j Listed categories (attach statement) .....	14j
	k General limitation .....	14k
<i>Other information</i> .....		
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 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) .....	
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

-20,551.

BAA

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
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	<b>Total assets</b> .....				
<b>Liabilities and Shareholders' Equity</b>					
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 .....		90,887.		70,336.
25	Adjustments to shareholders' equity (att stmt) .....				
26	Less cost of treasury stock .....				
27	<b>Total liabilities and shareholders' equity</b> .....		90,887.		70,336.

**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, in 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 .....	90,887.	
2	Ordinary income from page 1, line 21 .....		
3	Other additions .....		
4	Loss from page 1, line 21 .....	20,551.	
5	Other reductions .....		
6	Combine lines 1 through 5 .....	70,336.	
7	Distributions other than dividend distributions .....		
8	Balance at end of tax year. Subtract line 7 from line 6 .....	70,336.	

**Schedule K-1**  
**(Form 1120S)**

**2006**

Final K-1

Amended K-1

671106  
OMB No. 1545-0130

Department of the Treasury  
Internal Revenue Service

For calendar year 2006, or tax  
year beginning \_\_\_\_\_, 2006  
ending \_\_\_\_\_.

**Shareholder's Share of Income, Deductions, Credits, etc.** ▶ See page 2 of form and separate instructions.

**Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items**

**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

**D**  Tax shelter registration number, if any \_\_\_\_\_

**E**  Check if Form 8271 is attached

**Part II Information About the Shareholder**

**F** Shareholder's identifying number

**G** Shareholder's name, address, city, state, and ZIP code  
WILLIAM R. WUMMER  
110 SHORE DRIVE  
RIVIERA BEACH, FL 33404

**H** Shareholder's percentage of stock ownership for tax year ..... 100.00000 %

1	Ordinary business income (loss)	13	Credits
	-20,551.		
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

FOR IRS USE ONLY

\*See attached statement for additional information.

Form 1120S, Page 1, Line 19

**Other Deductions**

Bank Service Charges	216.
Contributions	625.
INSURANCE/TRANSPORTATION	34,527.
Gas & Fuel	13,322.
Printing & Reproduction	339.
OFFICE EXPENSES/SUPPLIES	2,506.
Other Expense	
Professional Fees	1,500.
TRAVEL/ENTERTAINMENT	3,746.
UTILITIES	7,817.
TELEPHONE	6,373.
Dues & Subscriptions	13.
MISCELLANEOUS	8,737.
PRINTING & REPRODUCTION	
Total	<u>79,721.</u>

Form 1120S, Page 2, Schedule A, Line 4

**Schedule A, Additional 263A Cost**

MATERIALS/EQUIPMENT	
DOG HANDLERS & TRAINERS	
PATROL EXPENSES-Vehicle & Transportation	
DOG SUPPLIES	
Vet/Other Dog Expenses	
Sales Tax Expense	
Total	

Form 1120S, Page 2, Schedule A, Line 5

**Schedule A, Other Costs**

Outside Security Service-VANGUARD	8,568.
Operations	11,153.
K-9 Expenses	22,271.
Dog Supplies	1,374.
Dog Vet	1,500.
Road Patrol	8,014.
Total	<u>52,880.</u>

COPY

Form 1120S

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

2007

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 2007 or tax year beginning 2007, ending

Header section containing: 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.

Section G: Is the corporation electing to be an S corporation beginning with this tax year? Yes [ ] No [X]
Section 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 in the corporation at the end 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 21 rows for Income and Deductions. Includes: 1a Gross receipts or sales (793,267), 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, 18 Employee benefit programs, 19 Other deductions, 20 Total deductions, 21 Ordinary business income (loss).

Table with 7 rows for Tax and Payments. Includes: 22a Excess net passive income or LIFO recapture tax, 22b Tax from Schedule D, 22c Add lines 22a and 22b, 23a 2007 estimated tax payments, 23b Tax deposited with Form 7004, 23c Credit for federal tax paid on fuels, 23d Add lines 23a through 23c, 24 Estimated tax penalty, 25 Amount owed, 26 Overpayment, 27 Enter amount from line 26 Credited to 2008 estimated tax.

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, Date, Title, May the IRS discuss this return with the preparer shown below (see instructions)? Yes [ ] No [X]

Preparer's Use Only section: Preparer's signature (David K. Kuschel), Date (11/13/08), Check if self-employed [X], 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).

BAA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

SPSA0112 12/26/07 Form 1120S (2007)

COPY

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**Schedule 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	64,594.
5	Other costs (attach statement) . . . * . STMT	5	29,551.
6	<b>Total.</b> Add lines 1 through 5	6	94,145.
7	Inventory at end of year	7	
8	<b>Cost of goods sold.</b> Subtract line 7 from line 6. Enter here and on page 1, line 2	8	94,145.

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

**Schedule 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"/>

**Schedule C Shareholders' Pro Rata Share Items**

		Total amount
INCOME (LOSSES)	1 Ordinary business income (loss) (page 1, line 21)	1 7,893.
	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 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	

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 Credit for alcohol used as fuel (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 .....	14c	
	Foreign gross income sourced at corporate level .....		
	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 Properly 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) .....		
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	7,893.

BAA

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
<b>Assets</b>				
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				
<b>Liabilities and Shareholders' Equity</b>				
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		70,336.		78,229.
25 Adjustments to shareholders' equity (att stmt)				
26 Less cost of treasury stock				
27 Total liabilities and shareholders' equity		70,336.		78,229.

**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	70,336.		
2 Ordinary income from page 1, line 21	7,893.		
3 Other additions			
4 Loss from page 1, line 21			
5 Other reductions			
6 Combine lines 1 through 5	78,229.		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	78,229.		

**Schedule K-1**  
**(Form 1120S)**

Department of the Treasury  
Internal Revenue Service

**2007**

For calendar year 2007, or tax  
year beginning \_\_\_\_\_, 2007  
ending \_\_\_\_\_, \_\_\_\_\_

Final K-1

Amended K-1

671107

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 84201-0013

**Part II Information About the Shareholder**

**D** Shareholder's identifying number

**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 %

**Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	13	Credits
	7,893.		
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.

FOR IRS USE ONLY

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1120S.

Schedule K-1 (Form 1120S) 2007

Form 1120S, Page 1, Line 19

**Other Deductions**

Bank Service Charges	10.
Contributions	700.
Auto Expense	5,217.
INSURANCE/TRANSPORTATION	36,207.
Public Relations	2,360.
Printing & Reproduction	171.
OFFICE EMPLOYEE BENEFITS/SUPPLIES	6,308.
Miscellaneous	814.
Professional Fees	300.
TRAVEL/ENTERTAINMENT	3,189.
Telephone	6,406.
UTILITIES	6,726.
Office Supplies	4,120.
Rounding Adjustment	1.
TELEPHONE	
Dues & Subscriptions	
MISCELLANEOUS	
PRINTING & REPRODUCTION	
Total	<u>72,529.</u>

Form 1120S, Page 2, Schedule A, Line 4

**Schedule A, Additional 263A Cost**

MATERIALS/EQUIPMENT	25,729.
DOG HANDLERS & TRAINERS	13,299.
PATROL EXPENSES-Vehicle & Transportation	11,082.
INVESTIGATIONS	6,073.
Vet/Uniforms	5,465.
Other expenses-credit cards	2,946.
Sales Tax Expense	
Total	<u>64,594.</u>

Form 1120S, Page 2, Schedule A, Line 5

**Schedule A, Other Costs**

OPERATIONS	17,348.
ROAD PATROL	5,823.
K-9 Expenses	6,380.
Total	<u>29,551.</u>

**C-2**  
**Criminal Litigation**

Please provide a summary of all criminal litigation your firm has been involved with since November 1992. Include 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.

<b>Defendant:</b>
<b>Charge(s):</b>
<b>Brief Description:</b>
<b>Outcome/Projected Outcome:</b>

<b>Defendant:</b>
<b>Charge(s):</b>
<b>Brief Description:</b>
<b>Outcome/Projected Outcome:</b>

<b>Defendant:</b>
<b>Charge(s):</b>
<b>Brief Description:</b>
<b>Outcome/Projected Outcome:</b>

TOWN OF LAKE PARK  
AND

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and ADVANCED NATIONAL SECURITY Florida Corporation, Florida State Contractor's License No.: B 2100185, FEID Number 60-0002098, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

WHEREAS, the TOWN has previously determined that it is need for the provision of security services at the Lake Park Harbor Marina; and

WHEREAS, the TOWN has solicited and received bids on \_\_\_\_\_, for the required security services; and

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

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

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

NOW, THEREFORE, the TOWN 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. The CONTRACTOR shall provide and install the following items/services (all necessary labor and materials) for the security services as more specifically provided in Exhibit "A" attached hereto and made a part hereof

1.2 CONTRACTOR shall obtain a Business Tax 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 TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN 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 TOWN 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 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: \_\_\_\_\_.

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 TOWN, 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 TOWN 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 TOWN 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 \_\_\_\_\_ (Exhibit "\_\_\_");
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents
- e) Payment and Performance Bonds.

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 TOWN and to execute the orders or directions of the TOWN. 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. **PERFORMANCE BOND AND PAYMENT BOND**

8.1 Concurrent with the execution of these Contract Documents, the CONTRACTOR shall tender to the TOWN a performance bond and a payment bond acceptable to the TOWN, each in an amount equal to or greater than one hundred percent (100%) of the total Contract price. Cash, certificate of deposit, cashier's check, treasurer's check or bank draft of any national or state bank in the State of Florida may be tendered in lieu of the payment and the performance bond. Certificates of deposit, checks and bank drafts shall be made payable to the TOWN.

8.2 All surety bonds tendered must be written by a company duly authorized to do business in the State of Florida, and if furnished through a broker or agent, said broker or agent shall be registered in the State of Florida. If at any time after the execution of this Contract and the surety bonds, the TOWN shall deem the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the Contract, the CONTRACTOR shall, at its sole expense and within five (5) days after the receipt of notice from the TOWN, furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the TOWN. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security shall be furnished in manner and form satisfactory to the TOWN as to protect the interests of the TOWN and ensure the payment of persons supplying labor and materials under the Contract.

8.3 The surety company shall indemnify and provide defense for the TOWN when called upon to do so for claims or suits against the TOWN arising out of the contract. The amount of the Contract price is the all limitation of this indemnification. The TOWN shall have the right to select its legal defense counsel in any such proceeding in which the CONTRACTOR and/or the surety company is obligated to provide the TOWN with a defense and indemnification pursuant to this Contract, and all fees and costs associated therewith shall be the responsibility of the surety.

9. **INSURANCE REQUIREMENTS**

9.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Contract, which must include the following coverages 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, Combined Single Limit for 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.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence; 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.

9.2 The 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.

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

9.4 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: B+ to A+.

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

9.6 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 TOWN is named as an additional named insured shall not apply to TOWN.

9.7 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 TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

## 10. INDEMNIFICATION

10.1 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 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 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.

10.2 The CONTRACTOR shall indemnify, defend, and save harmless the 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 TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

10.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the 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.

10.4 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).

10.5 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 TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

## 11. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the 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 TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the TOWN.

## 12. PERMITS AND LICENSES

12.1 The CONTRACTOR shall, without additional expense to the 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.

12.2 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 TOWN without delay.

12.3 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 TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

13. **WARRANTIES OF CONTRACTOR**

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

13.2 Warranty of Solvency: The 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.

13.3 Warranty against Breach: The CONTRACTOR warrants to the 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.

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

14. **OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT**

14.1 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 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.

15. **TAX EXEMPTION**

15.1 The TOWN is 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.

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

16. **RECORDS**

16.1 The CONTRACTOR shall maintain records and the 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 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 TOWN 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 TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

17. **PUBLIC ACCESS**

17.1 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.

18. **FORCE MAJEURE**

18.1 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.

19. **GRATUITIES**

19.1 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 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 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.

20. **GOVERNING LAW AND VENUE**

20.1 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.

21. **CONTRACT AMENDMENTS**

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

22. **NO WAIVER**

Changes made by the TOWN 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 TOWN and in accordance with the Contract Documents.

23. **NO ASSIGNMENT**

23.1 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.

24. **ATTORNEY'S FEES**

24.1 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.

25. **COMPLIANCE WITH LAWS**

25.1 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 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.

26. **INDEPENDENT CONTRACTOR STATUS**

26.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN 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.

27. **INTEGRATION**

27.1 This Contract states the entire understanding between the parties and supersedes all 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 TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

28. **TERMINATION FOR CAUSE AND DEFAULT**

28.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN 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 TOWN 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 TOWN, the 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.

28.2 The 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.

29. **TERMINATION FOR CONVENIENCE OF TOWN**

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

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

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

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 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.

29.3 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.

30. **NON-EXCLUSIVITY**

30.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the a CONTRACTOR, for all work of this type, which may develop during the Contract period. The 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.

31. **FUNDING**

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

32. **RIGHT TO AUDIT**

32.1 The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the TOWN 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.

33. **APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS**

33.1 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.

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

33.3 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 TOWN.

34. **SAFETY**

34.1 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.

35. **NOTICE**

35.1 All notices and invoices to the TOWN shall be sent to the following address:

Town of Lake Park  
Attention: Town Manager  
535 Park Avenue  
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

36. **SEVERABILITY**

36.1 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

THE TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez Lemley, Town Clerk

By: \_\_\_\_\_  
Desca DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: \_\_\_\_\_  
Town Attorney

CONTRACTOR

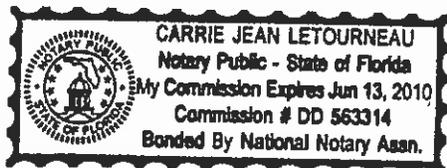
By: William A. Kuntz

Its: PRESIDENT

SWORN TO and subscribed before me this 7<sup>th</sup> day of November 2008

(Notary Seal)

Carrie Jean Letourneau  
Notary Public



My Commission Expires: June 13, 2010



City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404  
Occupational License

Permit Year October 1, 2007 to September 30, 2008

110 SHORE DRIVE  
ADVANCED NTL SECURITY & INVTGS

Issued: 10/01/07  
License#: 01023

HOME OCCUPATIONAL LICENSE

ADVANCED NATIONAL SEC & INVGTG  
110 SHORE DRIVE  
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY  
AT YOUR PLACE OF BUSINESS



City of Riviera Beach  
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MUST BE POSTED CONSPICUOUSLY  
AT YOUR PLACE OF BUSINESS

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

CHARLES H. BRONSON  
COMMISSIONER

DIVISION OF LICENSING

LICENSE NO. B 2100185

ISSUE DATE: 10/26/07

THE AGENCY OR SCHOOL NAMED BELOW IS  
LICENCED AND REGULATED UNDER THE  
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,  
FOR THE PERIOD EXPIRING  
DECEMBER 27, 2010

SECURITY AGENCY

ADVANCED NATIONAL SECURITY  
AND INVESTIGATIONS, INC.  
110 SHORE DRIVE  
RIVIERA BEACH, FL 33404

WOMMER, WILLIAM RICHARD  
OWNER



*Charles H. Bronson*

CHARLES H. BRONSON  
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
CHARLES H. BRONSON  
COMMISSIONER  
DIVISION OF LICENSING

ISSUE DATE: 10/23/07

LICENSE NO. A 9800326

THE AGENCY OR SCHOOL NAMED BELOW IS  
LICENCED AND REGULATED UNDER THE  
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,  
FOR THE PERIOD EXPIRING JANUARY 22, 2011

PRIVATE INVESTIGATIVE AGENCY

ADVANCED NATIONAL SECURITY  
AND INVESTIGATIONS, INC.  
110 SHORE DRIVE  
RIVIERA BEACH, FL 33404

WUMMER, WILLIAM RICHARD  
OWNER



CHARLES H. BRONSON  
COMMISSIONER

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MW  
ADVAN-9

DATE (MM/DD/YYYY)  
11/21/07

PRODUCER

**SLATON INSURANCE**  
P.O. Box 220537  
West Palm Beach FL 33422  
Phone: 561-683-8383 Fax: 561-684-5995

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

**Advanced National Security  
And Investigations Inc**  
110 Shore Drive  
Riviera Beach FL 33404

INSURER A: **Everest Indemnity Company**  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	KIDV	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A				<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Per Project Aggre</b> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BINDER	11/22/07	11/22/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
				<b>AUTOMOBILE LIABILITY</b> <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) \$
				<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A				<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	BINDER	11/22/07	11/22/08	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
				<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**ADVANCE**

**Advanced National Security**  
110 Shore Drive  
Riviera Beach FL 33404

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This certificate does not amend, extend, or alter the coverage afforded by the policies described herein.

**Named Insured(s):**

Gevity HR, Inc; Gevity HR, LP; Gevity HR II, LP; Gevity HR III, LP;  
Gevity HR IV, LP; Gevity HR V, LP; Gevity HR VI, LP; Gevity HR VII, LP;  
Gevity HR VIII, LP; Gevity HR IX, LP; Gevity HR X, LP; Gevity HR XI, LLC;  
Gevity HR XII Corp; Gevity XIV, LLC.

9000 Town Center Parkway  
Bradenton, FL 34202

**MARSH**

**Insurer Affording Coverage**

American Home Assurance Co.,  
Member of American International Group, Inc.(AIG)

**Coverages:**

This is to certify that the policy(ies) of insurance described herein have been issued to the insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, conditions and exclusions of such policy(ies). (Aggregate) Limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Exp. Date	Policy Number	Limits
Workers' Compensation	1-1-2008	RMWC4402574 RMWC4275667	<b>Employers Liability</b>
			Bodily Injury By Accident \$2,000,000      Each Accident
			Bodily Injury By Disease \$2,000,000      Policy Limit
			Bodily Injury By Disease \$2,000,000      Each Person

Other :

Employees Leased To:      Effective Date : 01-JAN-2008  
42413.Advanced National Security and Investigations Inc

The above referenced workers' compensation policy(ies) provide(s) statutory benefits only to employees of the Named Insured(s) on such policy(ies), not to the employees of any other employer.

**Notice of Cancellation:** Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives.

**Certificate Holder**

Advanced National Security and Investigations Inc  
110 Shore Drive

Riviera Beach, FL 33404

Michael C. Weiss  
Authorized Representative of Marsh USA Inc.

(866)443-8488

Phone

21-MAY-2008

Date Issued



# ADVANCED NATIONAL SECURITY & INVESTIGATIONS

110 Shore Drive • Riviera Beach , Florida 33404 • 561-845-8386

Lic. # A9800326

Lic. # B2000100

*35 Year  
Police K-9  
and  
Investigative  
Experience*



 **COLUMBIA  
Hospital**

- ← Emergency
- ← Main Entrance
- ← Palm Beach  
Medical Group
- ↑ The Pavilion
- ↑  Columbia  
Medical Plaza
- ↑ Outpatient  
Sur



TOWN OF LAKE PARK  
AND  
**Advanced National Security and Investigations, Inc.**

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and **Advanced National Security and Investigations, Inc.**, a Florida Corporation, Florida State Contractor's License No.: B 2100185, FEID Number 60-0002098, hereinafter designated as the "CONTRACTOR".

**WITNESSED THAT:**

**WHEREAS**, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

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

**WHEREAS**, the TOWN has previously determined that it is need for the provision of security services at the Lake Park Harbor Marina; and

**WHEREAS**, the TOWN has solicited and received bids on November 13, 2008, for the required security services; and

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

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

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

**NOW, THEREFORE**, the TOWN 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. The CONTRACTOR shall provide and install the following items/services (all necessary labor and materials) for the security services as more specifically provided in **Exhibit "A"** attached hereto and made a part hereof

1.2 CONTRACTOR shall obtain a Business Tax 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 TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN 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 TOWN 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 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: \$62,986.00

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, 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 TOWN 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 TOWN 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 06-2008 (Exhibit "B");
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents
- e) Payment and Performance Bonds.

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 TOWN and to execute the orders or directions of the TOWN. 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. PERFORMANCE BOND AND PAYMENT BOND**

8.1 Concurrent with the execution of these Contract Documents, the CONTRACTOR shall tender to the TOWN a performance bond and a payment bond acceptable to the TOWN, each in an amount equal to or greater than one hundred percent (100%) of the total Contract price. Cash, certificate of deposit, cashier's check, treasurer's check or bank draft of any national or state bank in the State of Florida may be tendered in lieu of the payment and the performance bond. Certificates of deposit, checks and bank drafts shall be made payable to the TOWN.

8.2 All surety bonds tendered must be written by a company duly authorized to do business in the State of Florida, and if furnished through a broker or agent, said broker or agent shall be registered in the State of Florida. If at any time after the execution of this Contract and the surety bonds, the TOWN shall deem the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the Contract, the CONTRACTOR shall, at its sole expense and within five (5) days after the receipt of notice from the TOWN, furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the TOWN. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security shall be furnished in manner and form satisfactory to the TOWN as to protect the interests of the TOWN and ensure the payment of persons supplying labor and materials under the Contract.

8.3 The surety company shall indemnify and provide defense for the TOWN when called upon to do so for claims or suits against the TOWN arising out of the contract. The amount of the Contract price is the all limitation of this indemnification. The TOWN shall have the right to select its legal defense counsel in any such proceeding in which the CONTRACTOR and/or the surety company is obligated to provide the TOWN with a defense and indemnification pursuant to this Contract, and all fees and costs associated therewith shall be the responsibility of the surety.

**9. INSURANCE REQUIREMENTS**

9.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the Contract, which must include the following coverages 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, Combined Single Limit for 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.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00, Per Occurrence, 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.

9.2 The 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.

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

9.4 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: B+ to A+.

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

9.6 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 TOWN is named as an additional named insured shall not apply to TOWN.

9.7 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 TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

## 10. INDEMNIFICATION

10.1 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 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 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.

10.2 The CONTRACTOR shall indemnify, defend, and save harmless the 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 TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

10.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the 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.

10.4 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).

10.5 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 TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

## **11. SUBCONTRACTORS**

The CONTRACTOR is as fully responsible to the 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 TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the TOWN.

## **12. PERMITS AND LICENSES**

12.1 The CONTRACTOR shall, without additional expense to the 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.

12.2 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 TOWN without delay.

12.3 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 TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

**13. WARRANTIES OF CONTRACTOR**

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

13.2 Warranty of Solvency: The 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.

13.3 Warranty against Breach: The CONTRACTOR warrants to the 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.

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

**14. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT**

14.1 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 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.

**15. TAX EXEMPTION**

15.1 The TOWN is 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.

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

**16. RECORDS**

16.1 The CONTRACTOR shall maintain records and the 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 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 TOWN 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 TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

17. **PUBLIC ACCESS**

17.1 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.

18. **FORCE MAJEURE**

18.1 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.

19. **GRATUITIES**

19.1 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 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 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.

20. **GOVERNING LAW AND VENUE**  
20.1 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.
21. **CONTRACT AMENDMENTS**  
21.1 This Contract may be amended only with the prior written approval of the parties.
22. **NO WAIVER**  
Changes made by the TOWN 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 TOWN and in accordance with the Contract Documents.
23. **NO ASSIGNMENT**  
23.1 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.
24. **ATTORNEY'S FEES**  
24.1 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.
25. **COMPLIANCE WITH LAWS**  
25.1 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 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.
26. **INDEPENDENT CONTRACTOR STATUS**  
26.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN 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.
27. **INTEGRATION**  
27.1 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 TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.
28. **TERMINATION FOR CAUSE AND DEFAULT**  
28.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN 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 TOWN 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 TOWN, the 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.

28.2 The 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.

**29. TERMINATION FOR CONVENIENCE OF TOWN**

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

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

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

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 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.

29.3 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.

**30. NON-EXCLUSIVITY**

30.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the a CONTRACTOR, for all work of this type, which may develop during the Contract period. The 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.

31. **FUNDING**

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

32. **RIGHT TO AUDIT**

32.1 The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall 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.

33. **APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS**

33.1 **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.

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

33.3 **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 TOWN.

34. **SAFETY**

34.1 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.

35. **NOTICE**

35.1 All notices and invoices to the TOWN shall be sent to the following address:

Town of Lake Park  
Attention: Town Manager  
535 Park Avenue  
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

Advance National Security and Investigation Inc.  
110 Shore Drive  
Riviera Beach, FL 33404

**36. SEVERABILITY**

36.1 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

THE TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez Lemley, Town Clerk

By: \_\_\_\_\_  
Desca DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: \_\_\_\_\_  
Town Attorney

**CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2008

(Notary Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# TAB 6

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 19, 2008

Agenda Item No. *Tab 6*

- PUBLIC HEARING
- Ordinance on Second Reading
- Public Hearing

- RESOLUTION
- DISCUSSION

**ORDINANCE ON FIRST READING**

BID/RFP AWARD

GENERAL APPROVAL OF ITEM

CONSENT AGENDA

Other:

**SUBJECT:** Petition by Congress Ave Properties LLC to rezone approximately 25.769 acres of vacant land which is generally located at the southeast corner of Watertower Road and Congress Ave from C-4 to C-2 Business District.

**RECOMMENDED MOTION/ACTION:** staff recommends approval

Approved by Town Manager

*W. Davis*

Date:

*11/14/08*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Ordinance</b> <b>Staff Report</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>AD</i>	<input type="checkbox"/> Finance _____ <input checked="" type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one. <i>AD 11/13/08</i>

**Summary Explanation/Background:** On or about September 19, 2008, the Town received a rezoning application ("Application") from Gentile Holloway O'Mahoney & Associates, Inc., as the authorized agent and applicant for Congress Avenue Properties Limited ("Applicant"), requesting the rezoning of a 25+ acre piece of property located on the southeast corner of Watertower Road and Congress Ave from the C-4 Business Zoning District to the C-2 Business Zoning District. The Applicant proposes to develop this property in the future with retail, and is requesting this rezoning in order to create more flexibility in how this site could be developed with retail. This rezoning will remain consistent with the surrounding C-2 zoning which includes a Lowe's, Wal-Mart, Target and Kohl's department store.

**ORDINANCE NO. 20-2008**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE OFFICIAL ZONING MAP TO REZONE AN APPROXIMATELY 25.769 ACRE PARCEL OF LAND OWNED BY CONGRESS AVENUE PROPERTIES LIMITED WHICH IS GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF WATERTOWER ROAD AND CONGRESS AVENUE AS DEPICTED ON THE LOCATION MAP FROM A ZONING DESIGNATION OF C-4 BUSINESS DISTRICT TO C-2 BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS, Congress Avenue Properties Limited, a Florida corporation, is the fee simple owner (“Owner”) of approximately 25.769 acres of vacant land (“subject property”) which is generally located at the southeast corner of Watertower Road and Congress Avenue, within the municipal boundaries of the Town of Lake Park, Florida; and**

**WHEREAS, the subject property’s legal description is contained in Exhibit “A” and its general location as shown in Exhibit “B”, both of which are attached hereto and incorporated herein; and**

**WHEREAS, the subject property currently has a Future Comprehensive Land Use Designation of “Mixed Commercial/Light Industrial”; and**

**WHEREAS, Gentile, Holloway, O’Mahoney & Associates, Inc., as the authorized agent for the Owner, has submitted an application to the Town for the rezoning of the subject property, from the C-4 Business Zoning District classification to the C-2 Business Zoning District classification (the Application); and**

WHEREAS, the Owner believes the future development of the property is most appropriate for retail uses consistent with other developed properties along the Congress Avenue corridor; and

WHEREAS, the Town staff has reviewed the Application and determined that the proposed rezoning of the subject property is consistent with the Town's Code of Ordinances and its Future Land Use Designation under the Town's Comprehensive Plan and has recommended approval of the proposed rezoning; and

WHEREAS, the Lake Park Planning and Zoning Board reviewed the subject Rezoning Application at their meeting of November 3, 2008, and recommended that the Town Commission approve the Application for the subject property; and

WHEREAS, at its duly held quasi-judicial public hearings, the Town Commission considered the proposed rezoning, and received evidence and testimony presented by Town staff, the Planning and Zoning Board, the Applicant, the Applicant's agents and representatives, members of the public, and other interested parties regarding the Application's consistency with the Town's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the Town Commission has determined that the rezoning of the subject property and adoption of this Ordinance is consistent with the Town's Comprehensive Plan and Land Development Regulations, and is in the best interest of the citizens and residents of the Town of Lake Park, Florida.

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

**Section 1.** The foregoing recitals are hereby incorporated herein as the findings of fact and conclusions of law of the Town Commission.

**Section 2.** The Town Commission hereby rezones the subject property from C-4 Business Zoning District (C-4) to C-2 Business Zoning District (C-2).

**Section 3.** The Town's Official Zoning Map is hereby amended to reflect the assignment of the C-2 Business District zoning classification to the subject property.

**Section 4.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

**Section 5.** All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 6.** This Ordinance shall take effect immediately upon passage.

**Attachments:** **Exhibit "A"** Legal description of subject property  
**Exhibit "B"** Location map

**Town of Lake Park  
Community Development Department**



**Meeting Date: November 19, 2008**

**From: Patrick Sullivan, AICP, Director**

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**To: Town Commission**

**Re: Congress Avenue Properties LLC Rezoning (C-4 to C-2 Business District)  
(to allow flexibility for future retail uses)**

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Congress Avenue Properties Limited is the fee simple owner ("Owner") of approximately 25.769 acres of vacant land ("subject property"), which is generally located at the southeast corner of Congress Avenue and Watertower Road, within the municipal boundaries of the Town of Lake Park ("Town"). The subject property's legal description is contained in **Exhibit "A"** and its general location is shown on **Exhibit "B"**, both of which are attached hereto. The subject property currently has a Future Comprehensive Land Use Designation of "Commercial/Light Industrial".

On or about September 19, 2008, the Town received a rezoning application ("Application") from Gentile Holloway O'Mahoney & Associates, Inc., as the authorized agent and applicant for **Congress Avenue Properties Limited** ("Applicant"), requesting the rezoning of the subject property from the C-4 Business Zoning District to the C-2 Business Zoning District. The Applicant proposes to develop this property in the future with retail, and is requesting this rezoning in order to create more flexibility in how this site could be developed with retail. This rezoning will remain consistent with the surrounding C-2 zoning which includes a Lowe's, Wal-Mart, Target and Kohl's department store.

Town staff reviewed the Application, and determined that the proposed rezoning of the subject property would be consistent with the Town's Land Development Regulations, and its Future Land Use Designation under the Town's Comprehensive Plan, and has recommended approval of the proposed rezoning. The Lake Park Planning and Zoning Board reviewed the subject Application at their November 3, 2008 meeting, and recommended that the Town Commission approve the Application and rezone the subject property. The future land use designations of the properties surrounding the subject property all have Future Land Use Designations of "Commercial/Light Industrial". The property to the north has been developed with a Kohl's department store and is zoned "C-2". Properties to the east are located within the Town's "C-4/CLIC(*Campus Light Industrial*)" zoning district. The property to the south is vacant but is zoned C-4 and is

within the Bioscience Overlay. The property to the west is within the TND(*Traditional Neighborhood District*) zoning district and is developed with residential multi-family (San Marco Villas), and a fast-food restaurant (Sonic).

Policy 1.4.b., provided for in Section 3.4.3 of the Future Land Use Element of the Town's Comprehensive Plan states that the intended development for this general area is a mix of commercial and light industrial uses. A large portion of the Congress Avenue Corridor has been developed under new C-2 and C-4 zoning regulations. Existing commercial retail uses in this area include Lowe's, Walmart, Target and Kohl's. All four of these retailers were rezoned from the C-4 zoning district to the C-2 zoning district to add flexibility in uses and permit retail uses which are not permitted in the C-4 District.

Policy 5.1 of the Capital Improvement Element of the Town's Comprehensive Plan states that new development shall be permitted only when the Concurrency Management System (CMS) is implemented to ensure that adequate facility capacity is available when needed to serve the development. The proposed rezoning will not deviate from this requirement. The property is currently part of a larger water management tract that flows south under Watertower Road then west under Congress Avenue, and eventually outfalls in the C-17 Canal. The 2003 Master Plan, along with the existing improvements to Congress Avenue, established this drainage system. Water and sewer is available to the property via existing connections located along Congress Avenue.

The proposed rezoning requires at least two public hearings and notice of the rezoning ordinance to be published in a newspaper of general circulation in, and of general readership in the Town. A notice in the form prescribed by Section 166.041, Fla. Stat. of the proposed rezoning Ordinance, including a map indicating the area covered by the proposed rezoning ordinance, has been published in the Palm Beach Post on October 20, 2008 for the Planning & Zoning Board hearing, in anticipation of the Town Commission hearing. The Town Commission will review the Ordinance at two separate Town Commission meetings after which, if approved, it will be adopted.

Town staff recommends that the Town Commission **APPROVE** the rezoning from the C-4 Business District to the C-2 Business District. The rezoning is consistent with the Town's Comprehensive Plan, and meets the Town's Land Development Regulations. The rezoning is consistent with the development pattern along Congress Avenue, and the rezoning to the C-2 Business District will allow a greater variety of complimentary uses and will promote the expansion of the Town's tax base.

## EXHIBIT "A"

### PROPERTY DESCRIPTION:

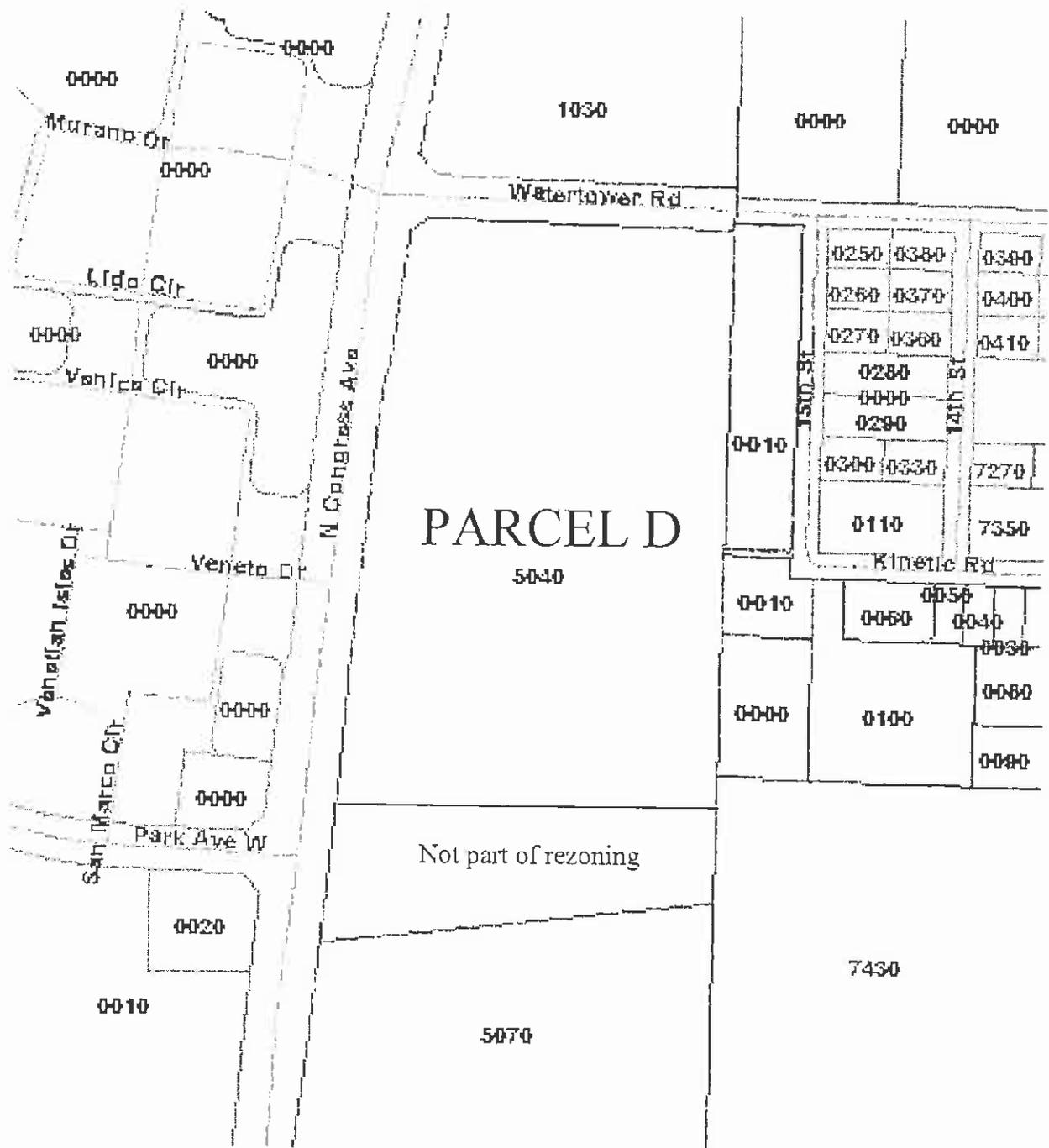
A PARCEL OF LAND BEING A PORTION OF SECTION 19, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 19, NORTH 01°21'11" EAST, A DISTANCE OF 1350.88 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND;

THENCE CONTINUE ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, NORTH 01°21'11" EAST, A DISTANCE OF 1270.57 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WATER TOWER ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 10739, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WATER TOWER ROAD, NORTH 87°55'28" WEST, A DISTANCE OF 705.69 FEET; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 50°32'44" WEST, A DISTANCE OF 53.17 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE FOR CONGRESS AVENUE, AS DESCRIBED IN SAID OFFICIAL RECORD BOOK 10739, PAGE 6 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 8419.00 FEET AND A RADIAL BEARING OF SOUTH 80°59'04" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST RIGHT-OF-WAY LINE OF CONGRESS AVENUE, THROUGH A CENTRAL OF 02°08'28", A DISTANCE OF 314.63 FEET TO A POINT OF NON-TANGENCY; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE OF CONGRESS AVENUE THROUGH THE FOLLOWING FIVE COURSES, SOUTH 19°07'33" WEST, A DISTANCE OF 51.14 FEET TO A NON-TANGENT CURVE, HAVING A RADIUS OF 8430.00 FEET AND A RADIAL BEARING OF SOUTH 83°27'55" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°18'53", A DISTANCE OF 48.30 FEET TO A POINT OF TANGENCY; THENCE SOUTH 08°13'12" WEST, A DISTANCE OF 585.93 FEET; THENCE SOUTH 04°48'20" WEST, A DISTANCE OF 202.56 FEET; THENCE SOUTH 08°13'12" WEST, A DISTANCE OF 181.63 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE OF CONGRESS AVENUE, SOUTH 40°36'46" EAST, A DISTANCE OF 58.35 FEET; THENCE SOUTH 87°26'44" EAST, A DISTANCE OF 54.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 792.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE; THROUGH A CENTRAL ANGLE OF 15°52'24", A DISTANCE OF 219.40 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°59'15" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 805.00 FEET AND A CHORD BEARING OF NORTH 68°35'13" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°15'37", A DISTANCE OF 130.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 865.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°25'04", A DISTANCE OF 413.93 FEET TO A POINT ON THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19 AND TO THE POINT OF BEGINNING.

CONTAINING 25.769 ACRES, MORE OR LESS.

**EXHIBIT "B"**



# TAB 7

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 17, 2008

Agenda Item No. *Tab 7*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION               |
| <input checked="" type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION               |
| <input type="checkbox"/> Public Hearing                         | <input type="checkbox"/> BID/RFP AWARD            |
| <input type="checkbox"/> ORDINANCE ON FIRST READING             | <input type="checkbox"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM               | <input type="checkbox"/> CONSENT AGENDA           |
| <input type="checkbox"/> Other:                                 |   |

**SUBJECT:** Final budget amendment for Fiscal Year 2007/2008.

**RECOMMENDED MOTION/ACTION:** Approve ordinance.

Approved by Town Manager *W. Davis* Date: *11/14/08*  
*Anne M. Costello* *11/14/08*  
 Name/Title Finance Director Date of Actual Submittal

<b>Originating Department:</b> Finance	Costs: \$  Funding Source: Acct. #	<b>Attachments:</b> Ordinance and backup
Department Review: <input checked="" type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This ordinance will amend the adopted revenues and expenditures for Fiscal Year 2007/2008. The purpose of this amendment is "housekeeping" for the proper presentation of financial statements in the audit. For example, revenues have been received that were not anticipated during the budget process along with corresponding expenditures.

**ORDINANCE NO. 19-2008**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2007-2008 AS PREVIOUSLY ADOPTED BY ORDINANCE NO. 24-2007; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2007 and ending September 30, 2008; and

**WHEREAS**, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

**WHEREAS**, to implement this budget, the Town Commission adopted and levied by Ordinance No. 23-2007 a tentative and final millage rate for the fiscal year 2007-2008; and

**WHEREAS**, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for fiscal year 2007-2008; which was adopted in Ordinance No. 24-2007 and previously amended in Ordinance No. 05-2008.

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

**Section 1.** An amended final budget of the Town of Lake Park has been duly prepared by the Town Manager and has been reviewed by the Town Commission, upon proper notice at public hearing, and the same is hereby adopted for the fiscal year beginning October 1, 2007 and ending September 30, 2008 as follows:

An amended final budget is hereby approved and adopted in the sum of \$ 23,275,415 , a copy of which is incorporated by reference along with approved budget amendments made a part hereof.

**Amended Budget**

**Fiscal Year 2007-2008**

General Fund	\$ 14,471,430
Community Redevelopment Agency Fund	\$ 4,176,664
Insurance Fund	\$ 452,700 (no change)
Streets and Roads	\$ 470,048 (no change)
Debt Service Fund	\$ 768,107 (no change)
Marina Fund	\$ 1,326,125 (no change)
Sanitation	\$ 1,610,341 (no change)

**Section 2.** Pursuant to the applicable provisions of the Constitution and Laws of the State of Florida and the Charter and Code of the Town of Lake Park, the object and purpose of the appropriations provided for by this Ordinance and the amount of each function of the government of the Town is hereby fixed, made and appropriated in accordance with the terms, specification and details contained within the said budget.

**Section 3.** The Town Manager is hereby authorized to amend/transfer authorization between departmental accounts provided; however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

**Section 4.** If any section, subsection, sentence, clause, phase or portion of the Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 5.** All ordinances, including but not limited to Ordinance No. 24-2007 and Ordinance No. 05-2008 and/or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** This ordinance shall take effect immediately upon adoption.

## General Fund - 001

### Revenues

Acct.	Description	Amount	Explanation
384.100	Loan Proceeds	3,717,500	Loan
	Total	<u>3,717,500</u>	

### Expenditures

Acct.	Description	Amount	
900-73100	Debt Issuance Costs	17,500	Loan Costs
900-91115	Transfer to CRA - ILA	2,420,000	CRA Projects
900-99500	Settlements	1,230,000	Firefighters' Pension
600-66900	Vehicles	50,000	Town Bus
	Total	<u>3,717,500</u>	

## CRA Fund - 110

### Revenues

Acct.	Description	Amount	Explanation
381.115	Transfer from General Fund	2,420,000	Interlocal Agreement
	Total	<u>2,420,000</u>	

### Expenditures

Acct.	Description	Amount	
520-61500	Property Acquisition	1,250,000	Foresteria Property
520-63101	Alleyway Improvements	1,170,000	Alleyway Project
	Total	<u>2,420,000</u>	

# TAB 8

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 19, 2008

Agenda Item No. *Tab 8*

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION            |
| <input type="checkbox"/> Ordinance on Second Reading |  |
| <input type="checkbox"/> Public Hearing              | <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 AGENDA        |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Discuss a ballot question for the March election to allow the Town Commission to grant property tax exemptions to new businesses and expansions of existing businesses.

**RECOMMENDED MOTION/ACTION:**

Approved by Town Manager *A. Davis* Date: *11/14/08*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Staff memo</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input checked="" type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ <i>A. Davis</i> <i>11/14/08</i> Please initial one.

**Summary Explanation/Background:** State statute allows municipalities to grant community and economic development ad valorem tax exemptions to new businesses and expansions of existing businesses. In order to do that the municipality must hold a referendum and receive approval from the voters to provide tax incentives. Having this ability would allow the Commission to have the flexibility in attracting new businesses to town. It would be one more tool in our economic development tool box. The Town has grant and loan incentives in the CRA but not in other areas of town, such as the Federal Highway and Northlake corridors. This type of tax incentive could be very helpful in those areas.

**Town of Lake Park  
Community Development Department**



Meeting Date: November 19, 2008  
Memo Date: November 14, 2008

Patrick Sullivan, AICP, Director

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To: Town Commission

Re: Tax exemption referendum

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*[Handwritten signature]*  
11/14/08

**Information regarding the municipality's ability to exempt certain businesses from ad valorem taxes.**

The authority comes from the Florida State Constitution ARTICLE VII Section 3 Taxes; exemptions. –

Any ... municipality may, for the purpose of its respective tax levy and subject to the provisions of this subsection and general law, grant community and economic development ad valorem tax exemptions to new businesses and expansions of existing businesses, as defined by general law.

It also appears in the Florida Statutes Chapter 196 Section 196.1995 Economic development ad valorem exemption.—

Upon a majority vote in favor of such authority, ... the governing authority of the municipality, at its discretion, by ordinance may exempt from ad valorem taxation....

In order to exercise the authority the municipality **must hold a referendum.** That referendum can be called by the town commission.

The ballot question shall be substantially in the following form:

Shall the Town of Lake Park board of commissioners be authorized to grant, pursuant to s. 3, Art. VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses?

\_\_\_\_\_ Yes – For authority to grant exemptions.

\_\_\_\_\_ No – Against authority to grant exemptions.

If a majority of voters approve the referendum it will remain in effect for 10 years. If the Town Commission is given the authority to grant exemptions then each application for an exemption must be approved by the commission through the ordinance process.

Patrick Sullivan, AICP Director  
Community Development Department  
881-3319 fax 881-3323  
[psullivan@lakeparkflorida.gov](mailto:psullivan@lakeparkflorida.gov)

# TAB 9

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: November 19, 2008

Agenda Item No. Tab 9

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><input type="checkbox"/> BID/RFP Award<br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><input type="checkbox"/> ORDINANCE ON SECOND READING<br><input checked="" type="checkbox"/> <b>DISCUSSION</b><br><input type="checkbox"/> CONSENT AGENDA |
|--|---|

**SUBJECT:** Palm Beach County Centennial

**RECOMMENDED MOTION/ACTION:** Sign partnership agreement to celebrate the PBC Centennial on 6/27/09 at the same time as the 2009 Fireworks Festival in the Park.

**Approved by Town Manager** *Virginia Martin* **Date:** 11/13/08  
Virginia Martin, Grants Writer November 13, 2008  
 Name/Title Date of Actual Submittal

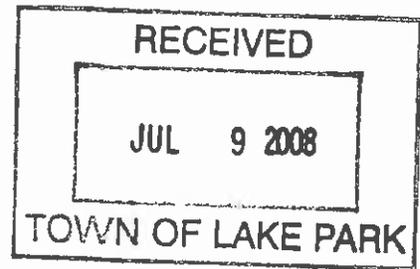
<b>Originating Department:</b> Grants	Costs: \$ 0 Funding Source: Acct. #	<b>Attachments:</b> Letter, Information
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Grants <u>GM</u> _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>GM</u> :  Please initial one.

**Summary Explanation/Background:**

Palm Beach County is celebrating its Centennial in 2009. The Centennial Committee wants to have a year-long celebration, but doesn't have the funds. Consequently, the Committee is asking each municipality to mark the milestone by hosting an event sometime during the year. The county will hold its formal celebration on 7/1/09 at a place to be determined.

To begin building the Celebration calendar, the Committee is asking that we get them an event, date, and a signed partnership form before November 30<sup>th</sup> this year. The form simply states we will hold an event. If accepted as part of the Centennial calendar, the Town will get some peripheral marketing benefits as a result, but no funding is offered as part of this request.

Because we have no funds to create a new event, Staff suggests that Lake Park mark the Centennial at our scheduled 2009 Fireworks Festival on 6/27/09. By combining the events, there will be no added cost to the Town to celebrate the Centennial, and we may get some benefit for our event in the form of publicity, banners and artwork.



# CENTENNIAL CELEBRATION

1909 - 2009

## Committee Members

In Memoriam:  
Judge Marvin Mounts,  
Founding Chairman

Michael Bornstein,  
Chairman  
West Palm Beach

Mary Csar  
Boca Raton

Katharine Dickenson  
Boca Raton

Daisy Fulton  
Delray Beach

Jud Laird  
Palm Beach Gardens

Dorothy MacDiarmid  
Delray Beach

Dr. Joseph Orsenigo  
Belle Glade

Harvey E. Oyer III  
West Palm Beach

David R. Rinker  
West Palm Beach

Gary S. Rosner  
Lake Worth

Rick Vymlatil  
Jupiter

July 1st, 2008

Dear Centennial Partner,

On July 1st, 2009 Palm Beach County will celebrate its 100th anniversary. To commemorate the Centennial, the County wants to partner with your organization to incorporate the Centennial theme into your festival or event.

Enclosed within this packet is a fact sheet about the Palm Beach County Centennial, print versions of the official logo, a partnership agreement, and a CD which contains these documents and the electronic version of the official logo.

If you would like to incorporate the Centennial theme into your event, just fill out the partnership agreement and send it to the address provided. If you have any questions, feel free to contact John Jamason or Craig Stephens of the Palm Beach County Public Affairs staff. Please return the partnership form before November 30th, 2008 in order to assure your events place on our materials.

Thank you in advance for your help celebrating Palm Beach County's 100th birthday.

Regards,

Michael Bornstein  
Chair, Palm Beach County Centennial Advisory Board



# Palm Beach County Centennial Partnership Form

## Partnership Responsibilities Include:

- Completion of this form
- Approval by Palm Beach Public Affairs as Centennial Partner
- Event theme needs to be consistent with Centennial celebration

## Partnership Benefits Include:

-Name recognition as a Centennial Partner with Palm Beach County on:

Palm Beach County Centennial Web site  
Palm Beach County Centennial related printed materials\*  
Inclusion in PBC Centennial Event on July 1st

- Opportunity to provide an exhibit or information at July 1st Event
- Publicity and media support from PBC Public Affairs
- Promotion of your event on PBC event calendar & Channel 20 bulletin board

Please FAX to Palm Beach County Public Affairs at 561-355-3819 or  
mail to Centennial Celebration, Public Affairs, 301 North Olive Avenue, Suite 1102, WPB, FL 33401

*Please return by November 30th, 2008*

---

Signature of Authorized County Representative

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Event Name *(as it will appear in all printed materials)* \_\_\_\_\_

Contact Name: \_\_\_\_\_

---

Signature of Authorized Partner Representative

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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# Palm Beach County Centennial 1909-2009

## Interesting Facts & Dates

Palm Beach County came into existence on July 1st, 1909. The county was created from Dade County, which at the time, stretched from the St. Lucie River to the tip of the Florida Peninsula. The first County Commission meeting was held July 6th. A temporary courthouse was opened in an old schoolhouse at the corner of Clematis Street and Poinsettia Avenue. Palm Beach County is a very large county, and even with the creation of Broward, Martin and Okeechobee counties from the County's land area, it remains the largest county east of the Mississippi.

The first permanent courthouse was the 1916 Courthouse which has recently been uncovered and restored as closely to the original as possible. That original courthouse saw a duplicate building be built behind it in 1927, the space between filled in 1953 and the entire structure was covered by a wrap around addition in 1972. The restoration which was begun in 2004 was completed in 2007 and the building is once again hosting County offices and the new Palm Beach County History Museum.

A brief listing of important dates and facts about the County:

1513 – Juan Ponce de Leon claims Florida for Spain  
1565 – St. Augustine is founded (under Spanish rule)  
1696 – Jonathan Dickinson shipwrecked near Jupiter Island.  
1763 – Feb. 10th Spain trades Florida to England for Cuba  
1783 – England returns Florida to Spain for Bahamas  
1795 – Spain establishes Florida's current boundaries  
1818 – First Seminole War occurs  
1821 – Feb. 22 – Spain sells Florida to U.S. for \$5 million.  
1824 – Mosquito County established; includes area of PBC.  
1830 – First census has population of S. Florida at 517 pp  
1835 – 1842 – Second Seminole War  
1840 – Soldiers discover and name Lake Worth  
1845 – Florida admitted to the Union as 27th State.  
1853 – 1856 – Third Seminole War  
1860 – Jupiter lighthouse first lit  
1861 – Florida secedes from U.S., joins Confederacy  
1873 – First formal homestead claim in Lake Worth region  
1876 – Possible hurricane levels settlement.  
1878 – The Providencia wrecks off the coast full of 20,000 coconuts – they were distributed and planted  
1885 – 1893 – 11 barefoot mailmen carried mail the 136 miles between Palm Beach and Cape Florida.  
1886 – The first school is constructed  
1887 – Post office established.  
1889 – First rail line in South Florida (the Celestial Railroad) born on July 4th

1893 – Henry Flagler, Standard Oil Tycoon, declares Palm Beach a "veritable paradise".

1894 - Flagler's Royal Poinciana Hotel is completed. It is the largest wooden structure in the world.

1894 – Flagler's railroad, FEC Railway arrives

1894 – The City of West Palm Beach is incorporated

1895 – WPB's first power plant begins operation

1896 – Flagler opens the Palm Beach Inn which becomes the Breakers in 1901.



1900 – West Palm Beach's population was 564  
 1907 – Telephone service established with 18 phones  
 1909 – Palm Beach County formed, WPB is County Seat  
 1909- The Palm Beach County weekly newspaper is established, later becomes the Palm Beach Post.  
 1910 – Population of Palm Beach County was 5577  
 1911 - Palm Beach incorporated  
 1912 - First Palm Beach County Fair  
 1913 - Lake Worth incorporated  
 1913 - Henry Flagler dies in Palm Beach  
 1917 - New Palm Beach County Courthouse opens  
 1920 - County Population: 18,654  
 1920 - Port of Palm Beach opens  
 1920 - Good Samaritan Hospital opens  
 1920 - Town of Boynton incorporated  
 1921 - Lantana incorporated  
 1922 - Pahokee and Riviera incorporated  
 1923 - Kelsey City incorporated (renamed Lake Park)  
 1924 - Memorial Library, first permanent library opens  
 1924 - Connors Highway opens from 20 Mile Bend to Lake Okeechobee  
 1925 - Jupiter, Gulf Stream and Boca Raton incorporated



1925 - First regular steamship at the Port of Palm Beach  
 1926 - West Palm Beach Canal opens  
 1926 - Numerous banks fail  
 1926 - Greenacres City first incorporated  
 1926 - Hurricane heavily damages South Florida  
 1927 - First full-scale sugar operation begins in Glades  
 1927 - Delray Beach incorporated  
 1928 - Belle Glade incorporated  
 1928 - Hurricane crumbles dike around Lake Okeechobee; killing 1,800- 3,000 people.  
 1930 - County population: 51,781  
 1931 - Manalapan and Town of Boynton Beach incorporated (renamed Ocean Ridge in 1937)  
 1933 - Palm Beach Junior College opens  
 1936 - First radio station, WJNO-AM 1290 signs on  
 1936 - New airport, Morrison Field is dedicated  
 1937 - Town of Golfview chartered  
 1938 - Flagler Memorial Bridge opens  
 1940 - County Population: 79,989  
 1940 - Morrison Field leased to U.S. Army for an air base  
 1941 - South Bay incorporated  
 1946 - Greenacres reincorporates after disbanding in 1945

1947 - Mangonia Park and Glen Ridge incorporated  
 1947 - New airport terminal opens at Palm Beach International Airport  
 1949 - Highland Beach incorporated  
 1950 - County Population: 114,688  
 1950 - Southern Boulevard bridge to Palm Beach opens  
 1951 - Cloud Lake and Palm Beach Shores incorporated  
 1951 - Airport reactivated as air base during Korean War  
 1953 - Juno Beach incorporated  
 1953 - First television station, WIRK-TV, Channel 21  
 1955 - South Palm Beach and Hypoluxo incorporated  
 1956 - North Palm Beach incorporated  
 1957 - Sunshine State Parkway, (Turnpike) opens.  
 1957 - Village of Golf, Tequesta, Palm Springs and Lake Clarke Shores incorporated  
 1958 - County Fair moves to present site  
 1958 - Pratt & Whitney opens plant  
 1958 - Beeline Highway opens  
 1959 - Palm Beach Gardens, Atlantis, Jupiter Inlet Colony and Royal Palm Beach incorporated  
 1959 - Royal Palm Bridge to Palm Beach opens  
 1960 - County Population: 228,106  
 1961 - RCA opens plant  
 1963 - West Palm Beach Municipal Stadium opens  
 1963 - Briny Breezes incorporated  
 1964 - Hurricane Cleo causes \$50 million damage in Palm Beach County  
 1964 - Florida Atlantic University opens  
 1966 - New terminal at PBI is dedicated  
 1967 - Lion Country Safari opens  
 1967 - IBM opens in Boca Raton  
 1967 - West Palm Beach Auditorium opens  
 1970 - County Population: 348,993  
 1976 - I-95 is completed from Miami to Palm Beach Gardens  
 1977 - First snow ever recorded in West Palm Beach  
 1980 - County Population: 576,812  
 1980 – Hurricane David strikes Palm Beach County  
 1982 - New sheriff's office and jail opens on Gun Club Rd.  
 1984 - County Governmental Center opens on Olive Avenue  
 1987 – I-95 completed between P.G.A. and Ft. Pierce  
 1988 - New passenger terminal opens at PBI  
 1989 - Tri-Rail commuter train begins service  
 1990 - County Population: 863,518  
 1991 - Raymond F. Kravis Center opens  
 1995 - New County Courthouse is dedicated  
 1996 – Coral Sky Amphitheater (Cruzan) opens  
 1996 – Town of Wellington incorporates  
 1998 – Roger Dean Stadium opens in Jupiter  
 1999 – Hurricane Irene Strikes Palm Beach County  
 1999 – Juno Pier opens in Juno Beach  
 2003 – Palm Beach County Convention Center opens  
 2004 – Hurricanes Frances and Jeanne strike Palm Beach County within a three week period  
 2005 – Hurricane Wilma strikes Palm Beach County  
 2007 – Town of Loxahatchee Groves incorporates  
 2008 – Lake Region Water Treatment plant opens  
 2008 - Original 1916 Courthouse opened after four year restoration

Official Palm Beach County  
Centennial Logo & Slogan

# “Rediscover Palm Beach County”

