

RESOLUTION NO. 15-335

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ASSIGNMENT OF A CONTRACT FOR PORT AND MARINA SECURITY BETWEEN THE CITY AND NORTHSTAR SECURITY, INC. TO RALONS SECURITY, LLC; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 14-039, the City Commission awarded the bid and authorized a three-year contract between the City and Northstar Security, Inc. for port and marina security services; and

WHEREAS, Ralons Security, LLC purchased NorthStar Security, Inc., and acquired necessary licenses to operate within the City of Key West; and

WHEREAS, City staff recommends assignment of the contract between Northstar Security, Inc. to Ralons Security, LLC; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the Assignment of the City's contract with Northstar Security, Inc. to Ralons Security, LLC is hereby approved, upon the terms and conditions contained in the contract approved in Resolution No. 14-039, and consent of the City Attorney.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17 day of November, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 18 day of November, 2015.

Filed with the Clerk on November 18, 2015.

Mayor Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

ATTEST:

Cheryl Smith  
CHERYL SMITH, CITY CLERK

Craig Cates  
CRAIG CATES, MAYOR



**THE CITY OF KEY WEST**

201 William Street Key West, FL 33040 (305) 809-3790

**EXECUTIVE SUMMARY**

## **EXECUTIVE SUMMARY**

**TO:** Jim Scholl, City Manager

**CC:** Greg Veliz, Assistant City Manager  
Sarah Spurlock, Assistant City Manager

**FROM:** Doug Bradshaw, Port and Marine Services Director

**DATE:** October 20, 2015

**SUBJECT:** Amending the City's Private Port Security Contract

### **ACTION STATEMENT**

This resolution will authorize an amendment to the existing private security contract that will allow for assignment of the contract from Northstar Security, Inc. to Ralons Security, LLC.

### **PROJECT ISSUE**

The City maintains a private security contract with Northstar Security, Inc. that was approved for a 3-year term in 2014 (Resolution #14-039 and 14-043). Ralons Security, LLC has acquired Northstar Security, Inc.

### **PURPOSE AND JUSTIFICATION**

In order for the City to continue the security contract under the new owner Ralons Security, LLC, City Commission must approve an amendment to the existing contract with Northstar Security, Inc. to allow for an assignment to Ralons Security, LLC.

### **OPTIONS**

1. The City Commission can approve an amendment to the contract which will allow an assignment from Northstar Security, Inc. to Ralons Security, LLC. Doing so will allow the current level of service and contractual terms to remain.
2. The City Commission can disapprove an amendment for assignment. This option is not recommended by Staff, as the City may not be able to utilize the private security services that are essential for the port and marinas.

### **FINANCIAL ISSUES**

There is no financial impact to assigning this contract. The hourly rate will remain the same.

### **RECOMMENDATION**

Staff recommends that the City Commission select option 1, approving an amendment to the contract which will allow an assignment from Northstar Security, Inc. to Ralons Security, LLC.

*Key to the Caribbean - Average yearly temperature 77° F.*

### ASSIGNMENT OF PORT AND MARINE SECURITY SERVICES AGREEMENT

THIS ASSIGNMENT is made this 4 day of December, 2015, by and between NorthStar Security, Inc. a dissolved Florida corporation, as Assignor, and Ralons Security, LLC, a Florida limited liability company, as Assignee.

The Assignor, in consideration of the covenants and agreements contained herein, assigns and transfers to Assignee the Port And Marine Security Services Agreement (hereinafter "Agreement"), dated February 11, 2014, executed by NorthStar Security, Inc., as contractor and by the City of Key West, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "City").

1. The Assignor assigns and transfers unto the Assignee all of its right, title, and interest in and to the Agreement, subject to all the conditions and terms contained in the Agreement. A copy of the Agreement is incorporated by reference.
2. The Assignor herein expressly agrees and covenants that it is the lawful and sole owner of the interest assigned herein; that this interest is free from all encumbrances; and that it has performed all duties and obligations and made all payments required under the terms and conditions of the Agreement.
3. The Assignee herein expressly agrees herein to be liable for all the duties and obligations required by the terms of the Agreement. The Assignee expressly agrees to assume and perform all duties and obligations required by the terms of the Agreement.
4. In the event Assignee files any form of bankruptcy, City shall be entitled to immediate termination of the automatic stay provisions of 11 U.S.C. §362, granting the City complete relief and allowing the City to exercise all of its legal and equitable rights and remedies, including, without limitation, the right to terminate the Agreement and dispossess Assignee from the demised premises in accordance with Florida law. Additionally, Assignee agrees not to directly or indirectly oppose or otherwise defend against the City's effort to gain relief from any automatic stay. The City shall be entitled as aforesaid to the lifting of the automatic stay without the necessity of an evidentiary hearing and without the necessity or requirement of the City to establish or prove the value of the Agreement, the lack of adequate protection of its interest in the Agreement, or the lack of equity in the same. Assignee specifically agrees and acknowledges that the lifting of the automatic stay hereunder by the appropriate bankruptcy court shall be deemed to be "for cause" pursuant to section 362(d)(1).
5. No later than the effective date of this assignment, the Assignee herein expressly agrees to provide to the City proof of the insurance coverage required by the Agreement.

ASSIGNOR: NorthStar Security, Inc.

\_\_\_\_\_  
Witness as to Assignor

By: *[Signature]*  
Rafael Aguilar, surviving Director AR  
Luis Requijo

\_\_\_\_\_  
Witness as to Assignor

ASSIGNEE: Ralons Security, LLC

*[Signature]*  
Witness as to Assignee  
*[Signature]*  
Witness as to Assignee

By: *[Signature]*  
Juan G. Ducaud, Member

State of Florida }  
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Luis J. Requijo, as surviving director of NorthStar Security Inc., a dissolved Florida corporation, to me personally known or who provided DL Pic - Fr as photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 4<sup>th</sup> day of December, 2015.

*[Signature]*  
Notary Public, State of Florida

My Commission Expires:



State of Florida }  
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Juan G. Ducaud, as a Member of Ralons Security, LLC, a Florida limited liability company, to me personally known or who provided FL Drivers License photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 8<sup>th</sup> day of December, 2015.

My Commission Expires: *[Signature]*  
JASON GARCIA  
MY COMMISSION # FF 04008  
EXPIRES: July 30, 2017  
Bonded thru Budget Notary Services

*[Signature]*  
Public, State of Florida

ASSIGNOR: NorthStar Security, Inc.

Marta Jimenez

Witness as to Assignor

[Signature]  
Witness as to Assignor

By:

[Signature]  
Rafael Aguilar, surviving Director  
Luis Reguejo

ASSIGNEE: Ralons Security, LLC

By:

Witness as to Assignee

Juan G. Ducaud, Member

Witness as to Assignee

State of Florida }  
County of Monroe }

Luis J. Reguejo

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Rafael Aguilar, as surviving director of NorthStar Security Inc., a dissolved Florida corporation, to me personally known or who provided DL Pic - FL as photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 4th day of December, 2015.

Vicki Ball  
Notary Public, State of Florida

My Commission Expires:



State of Florida }  
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Juan G. Ducaud, as a Member of Ralons Security, LLC, a Florida limited liability company, to me personally known or who provided \_\_\_\_\_ photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Public, State of Florida

My Commission Expires:

### CONSENT OF CITY

The City of Key West, Florida, a municipal corporation, a party to the Port and Marine Security Services Agreement dated February 11, 2014, and referred to in the Assignment above, herein expressly consents to that Assignment.

The City also consents to the agreement by the Assignee to assume, after the effective date of the Assignment, the performance of all duties and obligations as set forth in the Agreement and accept Assignee as contractor in the place of NorthStar Security, Inc., alone.

City's consent herein is expressly contingent upon City's receipt of the proof of insurance referred to herein above.

CITY OF KEY WEST, FLORIDA

Angela Bortle  
Witness as to City

By: James K. Scholl  
James K. Scholl, City Manager

[Signature]  
Witness as to City

Cheryl Smith  
Cheryl Smith, City Clerk

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State of Florida     }  
County of Monroe   }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, James K. Scholl, as City manager of the City of Key West, Florida, to me personally known or who provided as photo identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 18<sup>th</sup> day of November, 2015.

[Signature]  
Notary Public, State of Florida

My Commission Expires:





Ralons Security, LLC  
166 Madeira Ave.  
Coral Gables, FL 33134

August 5, 2015

Martha Arencibia  
Port Coordinator  
City of Key West  
201 William Street  
Key West, FL 33040

Dear Ms. Arencibia,

This letter is to inform you that as of January 1, 2015, Ralons Security, LLC purchased NorthStar Security, Inc. In addition, as of July 1, 2015, all security contracts previously held by NorthStar Security will continue as agreed under Ralons Security, LLC.

Please see the attached Asset Purchase Agreement. All original agreements with the City of Key West continue to remain in effect under the name Ralons Security, LLC.

Please update all of your records to reflect this change. Elke Rockteschel, Tenant Administrator of City Marina at Garrison Bight has already forwarded and updated W9 to the City of Key West Financial Department in order to process invoices for security services.

Please feel to contact me if you have any questions or require more information.

Sincerely,

Juan G. Docaud, CFO  
Ralons Security, LLC

JGD/aftr



## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of January 1, 2015, by and between RALONS SECURITY, LLC, a limited liability company organized and existing under the laws of Florida ("Buyer"), NORTHSTAR SECURITY, LLC, a limited liability company organized under the laws of Florida ("Seller"), Luis A. Requejo ("Requejo"), and ALPHA HOLDINGS, LLC a Florida limited liability company (hereinafter "ALPHA") and Jorge Calzadilla ("Calzadilla"). Each of Buyer, Seller, Requejo, and Calzadilla is referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Seller wishes to sell and Buyer wishes to purchase certain defined assets owned by Seller;

WHEREAS, Requejo is the owner of Fifty percent (50%) of the shares of Seller, and its participation in this Agreement guaranteeing and certifying certain representations, obligations, and warranties of Seller is required by Buyer to enter into this Agreement;

WHEREAS, Calzadilla is the owner of Fifty percent (50%) of the shares of Seller, and its participation in this Agreement guaranteeing and certifying certain representations, obligations, and warranties of Seller is required by Buyer to enter into this Agreement; and

WHEREAS, Requejo and Calzadilla desire that this Agreement be entered into for their own benefit and for the benefit of Seller and each is therefore willing to guarantee and certify certain representations, obligations, and warranties;

WHEREAS, at the conclusion of the sale of the Assets ALPHA will own twenty-five (25%) of the membership interests of Buyer.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" (and, with a correlative meaning "Affiliated") means, with respect to any Person, any direct or indirect subsidiary of such Person, and any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first Person. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Agreement" has the meaning set forth in the preamble.

"Calzadilla" has the meaning set forth in the preamble.

"Business Day" means a day other than Saturday, Sunday or other day on which commercial banks in Miami, Florida are authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble.

"Clients" has the meaning set forth in section 2.01(a).

"Closing" has the meaning set forth in Section 2.04.

"Closing Date" has the meaning set forth in Section 2.04.

"Confidential Information" has the meaning set forth in Section 5.11.

"Contract" means any contract (written or oral), undertaking, commitment, instrument, arrangement, plan or other legally binding agreement or understanding, and all amendments, modifications or supplements thereof.

"Designated Company" shall mean a direct or indirect subsidiary of Buyer that is designated by Buyer in writing delivered to Seller prior to or at the Closing to purchase all or a portion of the Assets pursuant to this Agreement

"Equipment" has the meaning set forth in section 2.01(b).

"Indebtedness" means, without duplication, (a) all obligations for borrowed money or with respect to deposits or advances of any kind, (b) all obligations evidencing bonds, debentures, notes or other similar instruments or upon which interest charges are customarily paid, (c) all guarantees of the foregoing, (d) all obligations for the deferred purchase price of property or services (other than current accounts payable arising in the ordinary course of business), (e) all payment obligations with respect to interest rate or currency protection agreements or other hedging contracts, (f) all obligations as an account party under any letter of credit and (g) all obligations under capital leases. For the avoidance of doubt "Indebtedness" shall not include ordinary course trade payables to vendors.

"Indemnified Party" has the meaning set forth in Section 6.01.

"Indemnifying Party" has the meaning set forth in Section 6.01.

"Judgments" means any judgments, orders, injunctions (temporary or permanent), decrees, rulings or awards of any governmental entity or arbitrator.

"Knowledge" means, with respect to any Person, the present actual knowledge of such Person without independent investigation.

"Law" means any law, statute, code, ordinance, rule, regulation or other requirement enacted, promulgated, issued or entered by any governmental entity.

"Liabilities" means any liabilities, debts or obligations of any nature, whether known or unknown, accrued, absolute, fixed, contingent, liquidated, unliquidated or otherwise and whether due or to become due.

"Liens" means any lien, option, encumbrance, charge, pledge, mortgage, deed of trust, preference, security interest, easement or servitude.

"Purchase Price" has the meaning set forth in section 2.02.

"Migration" has the meaning set forth in section 5.03.

"Parties" has the meaning set forth in the preamble.

"Party" has the meaning set forth in the preamble.

"Person" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any government, court, tribunal, administrative agency or commission or other governmental or regulatory authority or agency.

"Proceeding" means any claim, suit, action or legal, administrative, arbitration or other alternative dispute resolution proceeding or investigation.

"Purchase Price" has the meaning set forth in section 2.02(a).

"Requejo" has the meaning set forth in the preamble.

"Security Contracts" has the meaning set forth in section 2.01(a).

"Seller" has the meaning set forth in the preamble.

"U.S. Dollar" or "U.S.\$" means the lawful currency of the United States.

## ARTICLE 2

### SALE AND PURCHASE OF ASSETS

Section 2.01 Assets Purchased and Sold. Subject to the terms and conditions contained in this Agreement, on the Closing Date, Seller agrees to sell, assign and deliver to Buyer, and Buyer agrees to purchase from Seller, free and clear of all Liens and encumbrances, the following specified assets (collectively, the "Assets"):

(a) The right to solicit and do business with the accounts and clients represented by the contracts set forth on Schedule 2.01(a) ("Clients"). This includes all rights of Seller under the contracts set forth in Schedule 2.01(a) (the "Security Contracts"). The list of Clients in Schedule 2.01(a) are *bona fide* in all respects.

(b) The equipment listed in Schedule 2.01(b) along with the specified approximate value for each listed piece of equipment (the "Equipment").

(c) The trademarks, service marks, patents, or other proprietary property belonging to Seller, including those listed in Schedule 2.01(e) (the "Trademarks").

**Section 2.02 Purchase Price.** As consideration for the purchase and sale of the Assets, Buyer agrees to pay to Seller up to a total amount of U.S. \$287,750.00 (the "Purchase Price") for the purchase of certain designated assets and the successful assignment or procurement of other assets. The exact amount of U.S. Dollars that will be payable to Seller (up to the Maximum Possible Purchase Price) will be determined by the following terms, conditions, and events:

(a) Buyer shall pay an amount of \$287,750.00 for the Assets listed in Schedule 2.01(a) (the "Purchase Price") in accordance with the following:

- (i) \$143,375.00 at Closing;
- (ii) \$86,625.00 ninety (90) days following the Closing; and
- (iii) \$57,750.00 one hundred eighty (180) days following the Closing,

provided, however, that Seller has full and clear right, title, and interest to the Assets and transfers and delivers such right, title, and interest to Seller free and clear of all Liens, Liabilities, obligations, and encumbrances of any kind.

(b) The failure of Buyer to make timely payment of the Purchase Price, set forth above when due, shall, subject to a 5-day grace period, cause Buyer to pay Seller interest at the rate of 1.5% per month while payment is due and outstanding, and allow Seller to elect to accelerate the balance then due.

(c) The Buyer will execute a Security Agreement and the Seller will record a UCC-1 listing all of the assets as collateral which will be released upon payment of all amounts due pursuant to paragraph 2.02(a) above.

(d) ALPHA will have the right to sell its 25% membership interest in Ralons Security, LLC ("Alpha-Ralons Units") to Buyer on the following terms:

(i) Within twelve (12) months from the Closing Date, Alpha shall have the right to sell to Buyer the Alpha-Ralons Units for a purchase price of \$96,250, by providing Ralons Security, LLC 30 days' written notice in advance of the exercise of the option ("Ralons Unit Option").

(ii) Notwithstanding the foregoing, if at the time, Alpha decides to exercise the Ralons Unit Option, there are less than 50% of the security contracts that Northstar Security, LLC held on the day prior to the Closing Date, then Alpha shall no longer have the right to exercise the Ralons Unit Option.

Section 2.03 Assumption of Liabilities. Buyer shall not assume any of Seller's, Requejo's, Calzadilla's, or any of their Affiliates' Liabilities whatsoever, unless specifically set forth herein.

Section 2.04 Accounts Receivables. Seller's accounts receivables are for services rendered by NorthStar prior to the Closing Date shall remain with and belong to Seller. All accounts receivables for services rendered after the Closing Date whether by Buyer or Seller shall belong to and remain with Buyer.

Section 2.05 Automobile Leases. Buyer shall assume the leases of the two vehicles in the name of Seller as detailed in Schedule 2.05.

Section 2.06 Closing Date. The closing ("Closing") shall be at the office of De La Peña Group, P.A., 600 Brickell Avenue, Suite 1750, Miami, Florida 33131, commencing at 9:00 a.m. on January 1, 2015, or such other date, time or place mutually agreed upon by the parties (the "Closing Date").

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES

##### OF SELLER AND REQUEJO AND CALZADILLA

All of the representations and warranties of Seller, Requejo, and Calzadilla shall survive the Closing, as well as the signing of this Agreement. Each of Seller, Requejo, and Calzadilla hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date, except with respect to representations and warranties that speak as of a certain date, as follows:

Section 3.01 Due Incorporation. Seller is duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of incorporation or organization. Seller has all requisite corporate power and authority to own, lease, operate and conduct its respective properties and businesses as they are now being owned, leased, operated and conducted.

Section 3.02 Due Authorization. Each of Seller, Requejo, and Calzadilla has full legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution, delivery and performance of this Agreement by each of Seller, Requejo, and Calzadilla and the consummation of the transactions contemplated herein by each, has been duly and validly authorized and approved by each and no other corporate action or proceeding on the part of either is necessary to authorize this Agreement or the transactions contemplated herein. This Agreement has been duly executed and delivered by each of Seller, Requejo, and Calzadilla and constitutes a legal, valid and binding obligation of each, enforceable in accordance with its terms.

Section 3.03 No Violation; Consents and Approvals.

(a) The execution, delivery and performance by each of Seller, Requejo, and Calzadilla of this Agreement, and the consummation by each of the transactions contemplated herein in accordance with the terms hereof, does not and will not: (i) violate any Law applicable to or binding on Seller, Requejo, or Calzadilla, or any of their respective assets; (ii) violate or conflict with, result in a breach or termination of, constitute a default under, permit cancellation or acceleration of the maturity of, result in the creation of any Lien upon any of the assets of Seller, Requejo, or Calzadilla, or result in or constitute a circumstance which, with or without notice or lapse of time or both, would constitute any of the foregoing under any Contract or indebtedness to which either Seller, Requejo, or Calzadilla is a party or by which either of their respective assets are bound; or (iii) violate or conflict with any provision of any of the organizational documents of Seller.

(b) No consent, approval or action of, filing with or notice to any governmental entity or private third party is necessary or required under any of the terms, conditions or provisions of any Law or Judgment applicable to either Seller, Requejo, or Calzadilla or by which either of their respective properties or assets may be bound, or any Contract to which either Seller, Requejo, or Calzadilla is a party or by which any of them or any of their respective assets or properties may be bound, for the execution and delivery of this Agreement by each, the performance by each of its obligations hereunder or the consummation of the transactions contemplated herein.

**Section 3.04 Title to Assets.** Seller is the record and beneficial owner and holder of the Assets. Upon the transfer of such Assets to Buyer on the Closing Date in accordance with this Agreement, Seller shall have transferred to Buyer and Buyer shall have received from Seller, good and valid title to the Assets owned by Seller, free and clear of all Liens (including without limitation, tax liens), claims, encumbrances and restrictions whatsoever. Requejo and Calzadilla each guarantees and certifies the foregoing.

**Section 3.05 No Other Obligations.** Neither Seller, Requejo, nor Calzadilla has made any other Contract or understanding to sell or otherwise transfer the Assets.

**Section 3.06 Litigation.** There are no claims, actions, suits, arbitrations, Proceedings or governmental investigations or other litigation pending or, to the Knowledge of Seller, Requejo, or Calzadilla threatened against Seller, Requejo, or Calzadilla that is seeking to materially delay or prevent the transactions contemplated in this Agreement. To the Knowledge of Seller, Requejo, or Calzadilla, neither is subject to any outstanding Judgment.

**Section 3.07 Compliance with Law.**

(a) Each of Seller, Requejo, and Calzadilla is in compliance with all Laws and all Judgments applicable to it or the conduct or operation of its business or by which any property or asset of either is bound or affected.

(b) Neither Seller, Requejo, nor Calzadilla has, to the Knowledge of each, received any notice or other communication (whether oral or written) from any governmental entity or any other Person regarding any actual, alleged, possible, or potential violation by either of Seller, Requejo, or Calzadilla or failure by either to comply with, any Law.

**Section 3.08 Employees.** Neither Seller, Requejo, nor Calzadilla has any right, claim or agreement pertaining to Seller's employees or officers that would affect the right of Buyer to employ such employees or officers and Seller recognizes and agrees that, Buyer may, but shall have no obligation to, employ such employees or officers, except as otherwise set forth herein. Ralons Security, LLC agrees to: i) enter into an employment contract with Brian Lanza and ii) assume any employment contract Northstar Security, LLC enters into with Luis Requejo Sr. In this regard, to the extent that any employee or officer of Seller is sought to be hired by Buyer, Seller, Requejo, and Calzadilla shall waive and release any contractual or equitable rights it may have to object to or prohibit such employment by Buyer. Seller's employee practice (including, but not limited to, past and future terminations) is, has been, and will be in compliance with all governmental laws, rules and regulations. Buyer shall have no liability and Seller, Requejo, and Calzadilla shall indemnify Buyer, as a result of Seller, Requejo, or Calzadilla's termination of any of Seller's employees, whether prior to or after the Closing Date. Requejo and Calzadilla each guarantees and certifies each of the foregoing statements.

**Section 3.09 Security Contracts.** The Security Contracts are binding and in full force and effect. There exist no defaults by Seller or any other party to any of the Security Contracts, nor any events which, with the lapse of time or the election of any Person other than Seller, will become a default under any such Security Contracts. The execution, delivery and performance of this Agreement is not prohibited by the Security Contracts nor will such actions cause a default with respect to any Security Contract, except as set forth in Schedule 2.01(a). All of the Security Contracts are assignable to Buyer subject only to the consents listed on Schedule 2.01(a). Requejo and Calzadilla each guarantees and certifies each of the foregoing statements. The Buyer has reviewed the Security Contracts and is fully aware of their provisions, and the fact that pursuant to their terms most, if not all, of them are not assignable without the consent of the customer. The Seller does not warrant that the customer will agree or otherwise consent to the assignment of any Security Contract. The Seller further makes no representation that any of the Security Contracts will not be cancelled nor that they will be renewed.

**Section 3.10 Disclosure.** No representation or warranty of Seller, Requejo, or Calzadilla, in this Agreement or in any certificate to be furnished by Seller, Requejo, or Calzadilla pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading. To the best knowledge of Seller, Requejo, and Calzadilla, there is no fact Seller, Requejo, or Calzadilla has not disclosed in writing to Buyer that materially adversely affects, or may materially adversely affect, Seller, its operations or prospects or the Assets.

**Section 3.11 Licenses.** Schedule 3.11, constitutes a true and complete list of each license issued to Seller in order to operate in the security business. Seller owns or validly holds all licenses, approvals, permits, and authorizations required to conduct its business, operations, and affairs. All such licenses, approvals, permits, and authorizations are valid, binding, and in full force and effect.

**Section 3.12 Clients and Providers.** As a primary and material inducement for Buyer to enter into this Agreement, Seller, Requejo, and Calzadilla by and for themselves, represent, warrant, and certify that Buyer may solicit and thereafter establish a business relationship with Seller's former, current, or prospective clients and former, current, or

prospective suppliers, without any objections or restrictions whatsoever, of Seller, Requejo, or Calzadilla. Buyer may not utilize any and all information Buyer may have or secured about the Seller's business relationship with former, current, or prospective clients and former, current, or prospective suppliers from the Seller during the period that Buyer was engaged in its due diligence review related to this Agreement, regardless of whether such information could have been viewed or classified as a trade secret or confidential business information of the Seller.

#### ARTICLE 4

##### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller, Requejo, and Calzadilla, as of the date hereof and as of the Closing Date, except with respect to representations and warranties that speak as of a certain date, as follows:

Section 4.01 Due Incorporation. Buyer is duly incorporated, validly existing and in good standing under the Laws of Florida. Buyer has all requisite corporate power and authority to own, lease and operate its properties and to conduct its business as it is now being owned, leased, operated and conducted.

Section 4.02 Due Authorization. Buyer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated herein. The execution, delivery and performance of this Agreement by Buyer, and the consummation of the transactions contemplated herein by Buyer, have been duly and validly authorized and approved by Buyer and no other corporate action or proceeding on the part of Buyer is necessary to authorize this Agreement or the transactions contemplated herein. Buyer has duly and validly executed and delivered this Agreement.

##### Section 4.03 No Violation; Consents and Approvals.

(a) Except as otherwise provided herein, the execution, delivery, and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated herein in accordance with the terms hereof, do not and will not (i) violate any Law applicable to or binding on Buyer or any of its assets; (ii) violate or conflict with, result in a breach or termination of, constitute a default under, permit cancellation of or acceleration of the maturity of, result in the creation of any Lien upon any of the assets of Buyer, or result in or constitute a circumstance which, with or without notice or lapse of time or both, would constitute any of the foregoing under, any Contract or Indebtedness to which Buyer is a party or by which Buyer or any of its assets are bound; or (iii) violate or conflict with any provision of Buyer's organizational documents.

(b) Except as otherwise provided herein, no consent, approval or action of, filing with or notice to any Person is necessary or required under any of the terms, conditions or provisions of any Law or Judgment applicable to Buyer or by which any of its respective properties or assets may be bound, or any Contract to which Buyer is a party or by which the Buyer or any of its respective assets or properties may be bound, for the execution and delivery



of this Agreement by Buyer, the performance by Buyer of its obligations hereunder or the consummation of the transactions contemplated herein.

**Section 4.04 Financing; Capitalization.**

(a) Buyer has, or has access to, sufficient cash resources to pay in cash any and all amounts necessary to consummate the payments and transactions contemplated herein, and on the dates contemplated herein.

(b) Buyer has sufficient capital, as required by applicable Law, to undertake the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein, and on the dates contemplated herein.

**ARTICLE 5**

**COVENANTS OF SELLER**

**Section 5.01 Commercially Reasonable Efforts.** In connection with the Security Contracts, Seller, Requejo, and Calzadilla shall use their best commercial efforts to assign and transfer and or to cause to have assigned and transferred the Security Contracts to Buyer. This includes Seller and Requejo using their best commercial efforts to seek and secure consents to the assignment of the Security Contracts from all other parties to these contracts where such consent is needed to effect this assignment and transfer to Buyer.

**Section 5.02 Notification.** In connection with the Clients, immediately after the closing, Seller shall execute and deliver all appropriate notifications to all third parties affected by the transfer of these Assets and operations by and from Seller to Buyer, specifically including all appropriate notices to third parties that payments that were previously due to be made to the Seller by the Clients, must be paid and delivered to Buyer. Seller, Requejo, and Calzadilla also warrant in this regard that in the event that any payments by any Client after the Closing Date of this Agreement are made to Seller, Seller shall promptly transfer or turn over such payment to Buyer and thereafter such payment will immediately be turned over or transferred to Buyer.

**Section 5.03 Technical Assistance.** In connection with the Clients and Licenses, Seller shall provide whatever technical assistance and support that is required by Buyer to allow for the prompt, efficient and seamless transfer of Licenses and the provision of services for the Clients from Seller to Buyer (the "Migration") as of the Closing. Prior to the Closing, Seller shall allow for and provide all the technical preparations and assistance required from Seller to ensure the successful Migration can be accomplished promptly after Closing.

**Section 5.04 Bill of Sale.** In connection with the Equipment, Seller will deliver to Buyer, a bill of sale in a form similar to Schedule 5.04 ("Bill of Sale") transferring all of the Seller's right, title, and interest to the Equipment free and clear of any Liens, Liabilities, encumbrances, security interests, debts or taxes of any nature whatsoever.

**Section 5.05 Covenant not to Compete.** Seller, Requejo, and Calzadilla hereby agree that they shall not engage in or in any manner become interested in, either directly or indirectly, as an owner, partner, shareholder in any business, trade or occupation which

competes, directly or indirectly with Buyer's business, including Buyer's providing of security services to the Clients, for the geographical regions within the United States encompassed by the Clients and the Security Contracts. The covenant not to compete shall continue in full force and effect for a period of three (3) years from the Closing Date and may be enforced, at Seller's election, by arbitration as provided in Section 7.07 below or by a Court of competent jurisdiction, including the state or federal courts of Miami-Dade County, Florida.

Section 5.06 Buyer and Parent Company Exclusive. Ralons Security, LLC, for itself and its shareholder, Ralons America Corp., agrees that all security services provided within the United States shall be done exclusively through Ralons Security, LLC, Northstar Security, LLC or any subsidiary thereof.

Section 5.07 Notification of Defaults. Seller, Requejo, and Calzadilla shall promptly notify Buyer of any circumstance, event or action by Seller, Requejo, or Calzadilla or otherwise:

(a) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement; or

(b) the existence, occurrence, or taking of which would result in any of the representations and warranties of Seller in this Agreement not being true and correct when made or at the Closing in any material respect and, with respect to this clause (ii), use its best efforts to remedy the same.

Section 5.08 Avoidance of Defaults. Seller will take no action that will cause any of Seller's representations and warranties in this Agreement to be untrue as of the Closing Date.

Section 5.09 Confidentiality. From and after the date hereof, except as otherwise provided in Section 3.12 herein, none of the Parties or any of their Affiliates shall, without the prior written consent of the other Parties, directly or indirectly disclose, communicate, divulge, disseminate or use any Confidential Information (as defined below) other than for purposes of the transactions contemplated herein; provided, however, that the disclosure of Confidential Information to the extent required by applicable Law shall be permitted so long as the disclosing Party (i) promptly gives the other Party notice of any request or demand for such Confidential Information and (ii) cooperates with the other Party in order to (A) lawfully narrow the amount of Confidential Information disclosed and (B) to the extent the other Party shall so request, and at the other Party's sole expense, seek an appropriate protective order or other remedy to limit such disclosure. For purposes of this Agreement, the term "Confidential Information" means any and all information of a confidential or proprietary nature in any form, including, without limitation, practices, processes, methods, know-how, trade secrets, records and specifications, customer lists, customer relationships and customer information, acquisition and investment strategies, information relating to personnel, sales, marketing and financial operations and methods, attorney-client privileged or work-product, and other compilations of information, in each case that is or has been owned by any of the Parties and that is not generally known to Persons (other than the Parties, their Affiliates and their respective directors and employees) in lines of business similar to those of the Parties.

## ARTICLE 6

### INDEMNIFICATION

Section 6.01 Indemnification. Each of Seller, Requejo, and Calzadilla (the "Indemnifying Party") shall indemnify and hold harmless Buyer and its Affiliates and their respective officers, directors, employees, agents and advisors (the "Indemnified Party") as of the date of this Agreement against and with respect to any claims, actions, demands, losses, costs, expenses, liabilities (joint or several), penalties, and damages, including counsel fees that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to any investigation, litigation or Proceeding or the preparation of any defense with respect thereto arising out of or in connection with or relating to this Agreement or that may be incurred in investigating or in attempting to avoid or oppose the imposition of damages, resulting to the Buyer from (a) any inaccurate representation made by the Indemnifying Party in or under this Agreement; (b) breach of any of the warranties made by the Indemnifying Party in or under this Agreement; (c) breach or default in the performance by the Indemnifying Party of any of the covenants to be performed by it under this Agreement; (d) any state, federal, or foreign criminal investigation or Proceeding to any Indemnifying Party, whether related or unrelated to this Agreement; (e) from any Indemnifying Party's bankruptcy, insolvency, moratorium, assignment for the benefit of creditors, reorganization or similar Proceeding that affects the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies and by principles of equity; (f) any employee, former employee, or customer relating to any claim or happening that occurred prior to the Closing Date, or (g) any debts, liabilities, or obligations of the Indemnifying Party, whether accrued, absolute, contingent, or otherwise, due or to become due, except those obligations specifically assumed by the Buyer in this Agreement.

Section 6.02 Demands and Actions. The Buyer agrees that promptly on receipt by it of notice of any demand, assertion, claim, action, or proceeding, judicial or otherwise, with respect to any matter as to which Seller, Requejo, and Calzadilla have agreed to indemnify Buyer or the other Indemnified Parties under the provisions of this Agreement, Buyer will give prompt notice in writing to the Seller, together, in each instance, with a statement of the information respecting the demand, assertion, claim, action, or Proceeding as the Buyer then has.

Section 6.03 Reimbursement Upon Indemnification. Upon an Indemnifying Party being called on to indemnify Buyer or the other Indemnified Parties under the provisions of this Agreement, Seller, Requejo, and Calzadilla (jointly and severally) will either pay directly or reimburse Buyer or the other Indemnified Parties every thirty (30) days for any costs, reasonable attorneys' fees, and all damages accrued or assessed in each thirty-day period. Buyer shall have the sole and exclusive right to select the counsel for the representation or defense of any indemnified investigation, litigation, or Proceeding, as set forth above. A certificate as to the indemnification requirement as per Section 6.01 and as to the payment due to Buyer as per this Section 6.03, submitted to Seller, Requejo, or Calzadilla by Buyer, shall be conclusive evidence of the amount payable to Buyer hereunder, absent manifest error.

ARTICLE 7  
MISCELLANEOUS

Section 7.01 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission) and shall be given,

if to the Buyer, to:

Ralons Security, LLC  
166 Madeira  
Coral Gables, FL 33134  
Attention: Juan Guillermo Ducaud, Manager  
Email: [juan.ducaud@ralonsamerica.com](mailto:juan.ducaud@ralonsamerica.com)

with a copy to:

De La Peña Group, P.A.  
600 Brickell Avenue  
Miami, FL 33131  
Attention: Leoncio E. de la Peña D., Esq.  
Email: [leo@dlp-law.com](mailto:leo@dlp-law.com)

if to Seller, to:

NorthStar Security, LLC  
166 Madeira  
Coral Gables, FL 33134  
Attention: Juan Guillermo Ducaud, Manager  
Email: [juan.ducaud@ralonsamerica.com](mailto:juan.ducaud@ralonsamerica.com)

if to Requejo, to:

Luis A. Requejo  
8745 SW 155 Terr  
Miami, FL 33157  
Attention: Luis A. Requejo  
Email: [lrequijo@onepaymentus.com](mailto:lrequijo@onepaymentus.com)

if to Calzadilla, to:

Jorge Calzadilla  
7831 NW 169 Terr  
Miami Lakes, FL 33016  
Attention: Jorge Calzadilla  
Email: [jcalzadilla@onepaymentus.com](mailto:jcalzadilla@onepaymentus.com)

For each of Seller, Requejo and Calzadilla, with a copy to:

Raul Gastesi, Jr., Esq.  
GASTESI & ASSOCIATES, P.A.  
8105 N.W. 155 STREET  
Miami Lakes, FL 33016  
Email: [rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 P.M. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

**Section 7.02 Amendments; Waivers.**

(a) Any provision of this Agreement may be amended or waived prior to the Closing if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement or, in the case of a waiver, by each Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Section 7.03 Expenses; Sales and Transfer Taxes.** All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense. All sales and transfer taxes payable in connection with the transactions contemplated in this Agreement shall be payable by Seller.

**Section 7.04 Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Buyer shall have the right to assign, delegate or otherwise transfer any of its rights or obligations under this Agreement to the Designated Company without the consent of Seller, Requejo, and Calzadilla.

**Section 7.05 Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL RALONS OR ANY OF ITS PARENT COMPANIES, AFFILIATES, OR ASSIGNS BE LIABLE TO SELLER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, (EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS. COSTS OF DELAY, COSTS OF LOST OR DAMAGED DOCUMENTATION, OR SELLER'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE

**Section 7.06 GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FLORIDA LAW.

Section 7.07 Arbitration. Except as provided by in Section 5.05, any dispute, claim or controversy arising out of or relating to this Agreement, the breach, termination, enforcement, interpretation or validity thereof, and the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Miami, Florida before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

Section 7.08 WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THE PARTIES HERETO MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY OF THE PARTIES HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT WITH THE OTHERS.

Section 7.09 Counterparts, Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.10 Entire Agreement. This Agreement (and all exhibits and schedules hereto) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

Section 7.11 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated herein be consummated as originally contemplated to the fullest extent possible.

Section 7.12 Interpretation.

(a) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." All terms defined in this Agreement shall have the defined meanings contained herein when used in



any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time, amended, qualified or supplemented, including (in the case of agreements and instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and all attachments thereto and instruments incorporated therein. References to a person are also to its permitted successors and assigns.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(c) The inclusion of any matter in any disclosure schedule attached hereto in connection with any representation, warranty, covenant or agreement that is qualified as to materiality is not an admission by the Party making such disclosure that such matter is material or would (or would be reasonably expected to) impair the ability of such Party to consummate the transactions contemplated in this Agreement. Section headings and numbers used in the disclosure schedules attached hereto refer to the corresponding sections of this Agreement, are for convenience only and are not to be used to interpret any provision of this Agreement or such disclosure schedules. Matters disclosed in one section or subsection of a Party's disclosure schedule are deemed to be disclosed with respect to each section or subsection of such Party's disclosure schedule.

Section 7.13 Beneficiaries. Except as set forth in the previous sentence, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties hereto, or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 7.14 Survival of Representations and Warranties. All of the representations and warranties of Buyer, its Affiliates, Seller, Requejo, Calzadilla, and Buyer shall survive the Closing.

Section 7.15 Additional Documentation. Buyer, Seller, Requejo, and Calzadilla shall sign and deliver any and all other documents necessary, and take any and all additional steps necessary, to effectuate the transfer of ownership of the Assets. If any additional documents are necessary to complete said transfer, Buyer, Seller, Requejo, and Calzadilla each agrees to sign and deliver same.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NORTHSTAR SECURITY, LLC:

By: [Signature]  
Title: Manager

LUIS A. REQUEJO

[Signature]

JORGE CALZADILLA

[Signature]

RALONS SECURITY, LLC

By: [Signature]  
Title: PRESIDENT



## Martha Arencibia

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**From:** Angela Foster-Requejo <arequejo@ralonsamerica.com>  
**Sent:** Friday, July 10, 2015 9:23 AM  
**To:** 'Instant Signs'; 'Andre Joseph'; alvdragon7@gmail.com; anrequejo@gmail.com; 'Tony CustomPatchesOnline.com'; coralgabiles@minutemanpress.com; Debra Gartenmayer; 'Doug Pryor'; David Hawthorne; Doug Bradshaw; Elke Rockteschel; 'Elizabeth Mesegue'; 'Fosteresq'; GB Dockmaster; 'Hannah Field'; Ingrid Barnfield; janella.leydra@ralonsamerica.com; 'Juan Ducaud'; Jorge; 'Jonathan Doepeke'; 'Lillian Lopez'; srasib@smellini.com; matorres@unitedhomecare.com; Martha Arencibia; Margarita Lagani; Mark Lang; mariano.aguilo@ralonsamerica.com; mavpbp@gmail.com; martagili@aol.com; ricardo.marquez@ralonsamerica.com; ralph.aguilar@outlook.com; store2@alluniformwear.com; 'Tony - CustomPatchesOnline.com'; 'Travis Barnhart'; Tom Whitney; tom@botsfordbuilders.com; 'Windsor Pines APM - Yeshika Anderson'  
**Subject:** RE: New email address for Angela Foster-Requejo at Ralons America

Good morning,

As of July 1, 2015 NorthStar Security, LLC became Ralons Security, LLC. As a result, I have a new email address: [arequejo@ralonsamerica.com](mailto:arequejo@ralonsamerica.com)

I will monitor [arequejo@northstarsecurity.us](mailto:arequejo@northstarsecurity.us) until August 1, 2015.

Thank you for your cooperation during this transition period.

Angela Foster-Requejo  
Ralons Security, LLC  
A Division of Ralons America  
166 Madeira Ave.  
Coral Gables, FL. 33134  
Office: (786)615-5522  
Fax: (786)618-9913



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name RALONS SECURITY, LLC Ct1Nbr:0023570  
Location Addr 422 FLEMING ST  
Lic NBR/Class 15-00031149 SERVICE - PROFESSIONAL  
Issue Date: August 18, 2015 Expiration Date: September 30, 2015  
License Fee \$25.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$25.00  
Comments: SECURITY AGENCY

Govt: KEYWB  
Date: 8/19/15 53  
Lic Nbr: 0023570  
Lic Class: 15-00031149

Type: SC Branch: 1  
Receipt no: 00000000000000000000

This document must be prominently displayed.

RALONS SECURITY, LLC  
166 MADEIRA AVE  
CORAL GABLES FL 33134

Trans date: 8/19/15 Time: 13:31:55

RALONS SECURITY, LLC  
166 MADEIRA AVE

CORAL GABLES FL 33134

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name RALONS SECURITY, LLC Ct1Nbr:0023570  
Location Addr 422 FLEMING ST  
Lic NBR/Class 16-00031149 SERVICE - PROFESSIONAL  
Issue Date: August 18, 2015 Expiration Date: September 30, 2016  
License Fee \$325.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$325.00  
Comments: SECURITY AGENCY

Govt: KEYWB  
Date: 8/19/15 53  
Lic Nbr: 0023570  
Lic Class: 16-00031149

Type: SC Branch: 1  
Receipt no: 00000000000000000000

This document must be prominently displayed.

RALONS SECURITY, LLC  
166 MADEIRA AVE  
CORAL GABLES FL 33134

Trans date: 8/19/15 Time: 13:31:55

RALONS SECURITY, LLC  
166 MADEIRA AVE

CORAL GABLES FL 33134

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**ADAM H. PUTNAM  
COMMISSIONER**

**DIVISION OF LICENSING**

**07/31/15  
DATE ISSUED**

**07/31/18  
DATE OF EXPIRATION**

**B 1500167  
LICENSE NUMBER**

**RALONS SECURITY L L C**

**166 MADEIRA AVE  
CORAL GABLES, FL 33134**

**DUCAUD, JUAN G, OWNER**

**THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF  
CHAPTER 493, FLORIDA STATUTES.**



**ADAM H. PUTNAM  
COMMISSIONER**

**2015 / 2016  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2016**

Business Name: RALONS SECURITY LLC

RECEIPT# 47161-115082

Owner Name: JUAN G DUCAUD

Business Location: 422 FLEMING ST  
KEY WEST, FL 33040

Mailing Address: 166 MADEIRA AVE  
CORAL GABLES, FL 33134

Business Phone: 786-615-5522  
Business Type: MISCELLANEOUS SERVICE (SECURITY SERVICE)

Employees 27

STATE LICENSE: B1500167

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	150.00	0.00	0.00	0.00	150.00

**Paid 125-14-00002627 07/07/2015 150.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Daniel D. Henriquez, CFC, Tax Collector**  
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2016**

Business Name: RALONS SECURITY LLC

RECEIPT# 47161-115082

Owner Name: JUAN G DUCAUD

Business Location: 422 FLEMING ST  
KEY WEST, FL 33040

Mailing Address: 166 MADEIRA AVE  
CORAL GABLES, FL 33134

Business Phone: 786-615-5522  
Business Type: MISCELLANEOUS SERVICE (SECURITY SERVICE)

Employees 27

STATE LICENSE: B1500167

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	150.00	0.00	0.00	0.00	150.00

**Paid 125-14-00002627 07/07/2015 150.00**

Key West Bight  
Ferry Terminal 14.043

RESOLUTION NO. 14-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE AWARD OF BID FOR ITS #13-020, PORT AND MARINA SECURITY SERVICES (PORT AND CITY MARINA), TO THE LOWEST QUALIFIED AND RESPONSIVE BIDDER, NORTHSTAR SECURITY, INC., FOR A CONTRACT PRICE OF \$18.00/HOUR (\$69,822.00 PER YEAR FOR PORT AND \$65,700.00 PER YEAR FOR CITY MARINA); AUTHORIZING THE EXECUTION OF A CONTRACT IN ACCORDANCE WITH THE BID DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in concurrent Resolution No. 14-043, the CRA awarded ITS 13-020, for security services for the Key West Bight and Ferry Terminal; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That ITS #13-020 for Port and Marina Security Services (Port and City Marina) is awarded to the lowest qualified, responsible and responsive bidder, Northstar Security, Inc., at the rate of \$18.00 per hour (\$69,822.00 per year for the Port and \$65,700.00 per year for City Marina) and otherwise in accordance with the bid response.

Section 2: That the City Manager, with the advice and consent of the City Attorney, is authorized to execute a contract in accordance with the bid documents.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 4th day of February, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of February, 2014.

Filed with the Clerk on February 5, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
CRAIG CATES, MAYOR

RESOLUTION NO. 14-043

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) AUTHORIZING THE AWARD OF BID FOR ITB #13-020, PORT AND MARINA SECURITY SERVICES (KEY WEST BIGHT AND FERRY TERMINAL), TO THE LOWEST QUALIFIED AND RESPONSIVE BIDDER, NORTHESTAR SECURITY, INC., FOR A CONTRACT PRICE OF \$18.00/HOUR (\$91,728.00 PER YEAR FOR KEY WEST BIGHT AND FERRY TERMINAL); AUTHORIZING THE EXECUTION OF A CONTRACT IN ACCORDANCE WITH THE BID DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in concurrent Resolution No. 14-039, the City Commission awarded ITB 13-020, for security services for the Port and City Marina at Garrison Bight; and

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That ITB #13-020 for Port and Marina Security Services (Key West Bight and Ferry Terminal) is awarded to the lowest qualified, responsible and responsive bidder, Northstar Security, Inc., at the rate of \$18.00 per hour (\$91,728.00 per year for Key West Bight and Ferry Terminal) and otherwise in accordance with the bid response.

Section 2: That the City Manager, with the advice and consent of the City Attorney, is authorized to execute a contract in accordance with the bid documents.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 4th day of February, 2014.

Authenticated by the presiding officer and Clerk of the Agency on February 5, 2014.

Filed with the Clerk February 5, 2014.

Chairman Craig Cates	<u>Yes</u>
Vice Chair Mark Rossi	<u>No</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

  
CRAIG CATES, CHAIRMAN

ATTEST:

  
CHERYL SMITH, CITY CLERK





**Notice of Award**

**February 7, 2014**

**Northstar Security, Inc.  
Attention: Rafael Aguilar  
422 Fleming Street  
Key West, FL 33040**

**Project: PORT AND MARINA SECURITY SERVICES : ITB No: 13-020**

**Dear:**

**At a meeting of the Key West City Commission/CRA held on February 4, 2014, your firm, Northstar Security, Inc. was awarded the contract for PORT AND MARINA SECURITY SERVICES for the hourly rates as specified on the bid form.**

**Enclosed please find two (2) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.**

**The Certificate of Insurance must be attached to the documents; an original and one copy are acceptable.**

**A copy of your City of Key West Business Tax Receipt must be attached.**

**If you have additional questions, please do not hesitate to call me at (305) 809-3790.**

**Sincerely,**

A handwritten signature in blue ink, appearing to read "Doug Bradshaw", with a long horizontal line extending to the right.

**Doug Bradshaw  
Port and Marine Services Director**

**AGREEMENT BETWEEN THE CITY OF KEY WEST  
AND  
FOR PORT AND MARINA SECURITY SERVICES**

This Agreement is made and entered into by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 3126 Flagler Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and Northstar Security, Inc. a Florida Corporation, whose address is 422 Fleming St, Key West, Florida 33040 hereinafter referred to as the CONTRACTOR.)

**WITNESSETH:**

The CONTRACTOR, in consideration of the unit prices to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #13-020 PORT AND MARINA SECURITY SERVICES, Key West, Florida to the extent of the Proposal made by the Contractor, dated the 22<sup>nd</sup> day of September 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the unit price amounts on the bid form as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

WHEREAS, the CITY by Resolution No. 14-039 and 14-043 accepted the bid of CONTRACTOR to provide security services to CITY; and

WHEREAS, the parties agree as follows:

1. CONTRACTOR shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to the Outer Mole Pier, Mallory Square, Key West Bight, City Marina and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in ITB 13-020, which is incorporated by reference hereto.
2. CONTRACTOR is an independent contractor, and at its own cost and expense, shall perform the services as authorized by Purchase Order issued by CITY, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services.
3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with the "Contract Documents". Transportation Workers Identification Card

(TWIC) and City of Key West Port Access badging is required by all CONTRACTOR personnel.

4. CONTRACTOR shall have a Training Plan which will be presented to City upon request.
5. In consideration of the performance of the services as set forth in ITB 13-020, the City agrees to pay to the CONTRACTOR the hourly prices as outlined in the Bid Form in accordance with ITB 13-020, or as otherwise herein provided.
6. At certain times ships may stay longer than scheduled. CONTRACTOR will provide security services at the rate designated in ITB 13-020, for those additional hours with little or no notice.
7. In addition to any other remedies for failing to strictly adhere to the requirements of this Agreement, and without waiving any right to enforce any provision of this Agreement, City and CONTRACTOR agree that the following measures may be instituted by City for CONTRACTOR'S failure to meet the service requirements in ITB 13-020. Should the CONTRACTOR be unable to provide the required services as described in this contract and related bid documents, then the City may provide services using Key West Police Department personnel at the established detail rate. The cost of those services will be borne by the CONTRACTOR. CONTRACTOR shall notify City 48-hours prior to any day when CONTRACTOR knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.
8. The CONTRACTOR shall have permanent representation of supervisory capacity residing in Key West or within 35 miles of Key West and shall have the ability on short notice to provide additional security needs within a minimum of twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations which requires the CONTRACTOR to provide for flexible scheduling of security personnel.
9. CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.
10. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
12. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement as indicated in ITB 13-020.
13. The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

14. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The CONTRACTOR and City Commission may renew the Agreement on the same terms and conditions, for an additional two (2) calendar year period, with an increase negotiated by both parties, if mutually agreed to by the parties at least sixty (60) calendar days prior to the contract expiration. If not renewed prior to the time specified, CITY may proceed to go out for bid for the services.
15. City shall have the right to terminate this contract with or without cause upon thirty (30) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days written notice to City.
16. CONTRACTOR may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity.
17. The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.
18. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights.
20. Any notices sent shall be sent to the parties by U.S. mail as follows:

**CITY OF KEY WEST**  
Dir. Port Operations  
PO Box 6434  
Key West, FL 33041-6434  
305-809-3790

**CONTRACTOR**  
Northstar Security, Inc.  
Attention: Rafael Aguilar  
422 Fleming Street  
Key West, FL 33040  
786-307-7541

**SIGNATURE PAGE FOR  
AGREEMENT FOR  
PORT AND MARINA SECURITY SERVICES**

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this  
11 day of Feb 2012.



**ATTEST**  
Signature: [Signature]  
Cheryl Smith, City Clerk

**CITY OF KEY WEST, FLORIDA**

Signature: [Signature]  
Sara Viles, City Manager

**WITNESS**

Signature: [Signature]  
Name: Luis Anthony Requejo  
Title: CEO

**CONTRACTOR**

Signature: [Signature]  
Rafael Aguilar, President & Chief  
Security Officer

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

To: CITY CLERK  
CITY OF KEY WEST, FLORIDA  
3126 FLAGLER AVE  
KEY WEST, FLORIDA 33040

Project Title: PORT AND MARINA SECURITY SERVICES

Project No.: ITB No. 13-020

**BIDDER'S INFORMATION**

Name: NATIONAL SECURITY, INC.

Address: 422 PLEASANT STREET  
KEY WEST, FL 33040

Contact Name: RAFAEL AGUIAR

Email: RAFAEL.AGUIAR@NSI-KEYWEST.FL.US

Telephone: (305) 830-9991

Fax: (305) 532-5121

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the project that he/she has personally inspected the site that he/she has satisfied himself/herself as conditions of work involved.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

# **BID FORM**

## **PORT AND MARINA SECURITY SERVICES**

The security services for each facility is outlined in the Scope of Work section

LOCATION	UNBURDENED HOURLY RATE (\$) <sup>1</sup>	RATE IN WORDS	BURDENED HOURLY RATE (\$) <sup>1</sup>	RATE IN WORDS	YEARLY TOTAL (\$)
Mailory Square	\$ 15.00	Fifteen Dollars	\$ 18.00	Eighteen Dollars	Not Applicable
Outer Mole Pier	\$ 15.00	Fifteen Dollars	\$ 18.00	Eighteen Dollars	Not Applicable
Key West Bldg	\$ 15.00	Fifteen Dollars	\$ 18.00	Eighteen Dollars	\$ 91,728
City Marine Key West Eight Ferry Terminal	\$ 15.00	Fifteen Dollars	\$ 18.00	Eighteen Dollars	\$ 65,700
		Fifteen Dollars	\$ 18.00	Eighteen Dollars	Not Applicable

<sup>1</sup> Direct Labor Cost

<sup>2</sup> Direct Labor Cost, OVE, G&A, Profit

Note: The City reserves the right to request a Certificate of Current Cost or Pricing Data to certify the hourly rates above

### SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

NONE

### BIDDER

The name of the Bidder submitting this Bid is, NORTHSTAR SECURITY, INC.

Doing business at 432 FLEMING STREET

City KEY WEST State FL Zip 33040

Telephone No. (305) 830-9991

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
<u>RAFAEL AMARAL</u>	<u>President</u>
<u>Luis REINOSO</u>	<u>CEO</u>
<u>Jorge Calandilla</u>	<u>CFO</u>



**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22 day of September, 2015.

(SEAL)

Name of Corporation NORTHSTAR SECURITY, INC.

By: RAEHEL AMARAL

Title: President

Attest: Jana E...

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(5)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**PROJECT ITS #13-020: PORT AND MARINA SECURITY SERVICES**

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

1. This sworn statement is submitted with Bid, Bid or Contract No. ITS-13-020 for PORT & MARINA SECURITY SERVICES.
2. This sworn statement is submitted by NORTHSTAR SECURITY, INC.  
(Name of entity submitting sworn statement)  
whose business address is 1122 PLEINING STREET  
KEY WEST, FL 33040 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 27-0498034 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
3. My name is RASHEL AGUILAR and my relationship to  
(Please print name of individual signing)  
the entity named above is President.
4. 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 with 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 of any other state or of the United States and involving embezzlement, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(5)(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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(e), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(f), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1995.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1995. AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

9-22-2013

STATE OF FLORIDA

COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Rafael Aguilar who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 22 day of September, 2013



NOTARY PUBLIC

### ANTI-KICKBACK AFFIDAVIT

**PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES**

STATE OF FLORIDA )  
 ) ss  
COUNTY OF MANATEE )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West 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.

By: Kelvin Andrew

Sworn and subscribed before me this

22 day of September, 2013

NOTARY PUBLIC, State of Florida at Large

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



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "Indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by Indemnitees for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR NORTHSTAR SECURITY, INC. SEAL:

400 FIDELITY STREET, KEY WEST, FL 33040  
Address

Signature

Print Name

Title

9-22-2013

Date

## EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

**PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES**

STATE OF FLORIDA

: 99

COUNTY OF Monroe

I, the undersigned hereby duly sworn, depose and say that the firm of ~~MORTIMER SECURITY, INC.~~ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

Rafael Aguilar

Sworn and subscribed before me this

22 day of October, 20 13

NOTARY PUBLIC, State of Florida at Large

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



**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Monroe )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of DEFENDANT SECURITY, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

 Daniel Asulin

Sworn and subscribed before me this

22 day of September, 2013.

  
NOTARY PUBLIC, State of Florida at Large

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2014

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

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

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266		<b>CONTACT</b> Diana Kornblit (713) 521-9251 dkornblit@eldoradoinsurance.com	
<b>INSURED</b> Northstar Security, Inc., DBA: Northstar 172 W Flagler Street, Suite 330, Miami, FL 331 422 Fleming Street, Key West, FL 33040 Miami FL 33130		<b>INSURANCE AFFORDING COVERAGE</b> First Mercury Insurance Co. 10657 Travelers Indemnity Company of 25658 SCOTTSDALE INSURANCE CO 41297 Travelers Casualty & Surety Co. 19038	

**COVERAGES** **CERTIFICATE NUMBER-13-14** **EX/Endo/WC/OMB** **REVISION NUMBER:**

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	POLICY LIMIT
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GERT ASSURANCE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- DUCER <input type="checkbox"/> LOC	99-CGL-0000624964-01	3/3/2013	3/3/2014
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Autos	99-000034676	4/3/2013	4/3/2014
<b>UMBRELLA LIA</b> EXCESS LIA OCCUR CLAMS-MADE DED RETROACTIVE			
<b>WORKERS COMPENSATION</b> AND EMPLOYERS LIABILITY ANY PROPERTY DAMAGE/CONTINGENT OFFICER/INSURER EXCLUDED? (Excluded in R/S) If yes, specify date DISCONTINUED OF OPERATIONS below	99-4069219-7	4/2/2013	4/2/2014

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

<b>CERTIFICATE HOLDER</b> ( ) City of Key West 3126 Flagler Street Key West, FL 33040	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> A. L. Ring, Jr. / DIANE
---	--



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt.  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name NORTHSTAR SECURITY INC CtlNbr:0023570  
Location Addr 422 FLEMING ST  
Lic NBR/Class 14-00029057 SERVICE - PROFESSIONAL  
Issue Date: February 11, 2014 Expiration Date: September 30, 2014  
License Fee \$206.50  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$206.50

Comments: SECURITY AGENCY

City of Key West

City of Key West

This document must be prominently displayed in the business premises.  
NORTHSTAR SECURITY INC  
422 FLEMING ST  
KEY WEST FL 33040

NORTHSTAR SECURITY INC  
422 FLEMING ST

KEY WEST FL 33040

Year 2014 License 23057  
OR LIC OCCUPATIONAL RENEWAL \$206.50

Tender detail  
ON VISA/MSTERC  
Total tendered \$206.50  
Tendered 2/11/14 Time: 9:58:58