



05-06-19

THIS AGREEMENT, made this 15th day of October 2005
 by and between **B.J. Barr's Personal Safety Devices** P.O. Box 16539
(LOCATION NAME) (MAILING ADDRESS)
Jacksonville **Florida** **32245-6539** **(904) 642-4555** (hereinafter
(CITY) (STATE) (ZIP CODE) (TELEPHONE #)
 referred to as "Company"), and Family Matters 86002 Christian Way #100
(NAME) (STREET ADDRESS)
Jupiter Florida 32097 _____
(CITY) (STATE) (ZIP CODE) (TELEPHONE #)
 (hereinafter referred to as "Client").

1. SERVICES
 1.1 **Equipment:** Company agrees to provide, as part of the security services, the equipment detailed in Schedule A attached hereto and made a part of this Agreement.
 1.1.1 Equipment to be installed at the following location _____
 1.1.2 Equipment installation charge _____
 (\$ _____).
 (a) _____ (\$ _____) payable upon signing of this Agreement; and,
 (b) _____ (\$ _____) payable upon completion of installation.
 1.2.3 Equipment Ownership remains with Company. _____ Tax
 1.2.4 Equipment ownership transfers to Client.

1.2 **Monthly Services:** Client agrees to pay Company for security services itemized below:

| Type of Service | Monthly Service Charge | Type of Service | Monthly Service Charge |
|--|------------------------|---|---------------------------|
| <input type="checkbox"/> Radio Transmission Reporting | \$ _____ | <input checked="" type="checkbox"/> Monitoring Center | \$ <u>19⁰⁰</u> |
| <input type="checkbox"/> Special Telephone Line | \$ _____ | <input type="checkbox"/> Lease Equipment | \$ _____ |
| <input type="checkbox"/> Extended Maintenance for Customer Owned Equipment | \$ _____ | <input type="checkbox"/> Other | \$ _____ |
| | | <input checked="" type="checkbox"/> Other <u>appt/close</u> | \$ <u>12⁰⁰</u> |
| | | Total of Monthly Service Charges \$ _____ | |

1.3 The service charge of \$ 93⁰⁰ is payable in advance Monthly, Quarterly, Semi-Annually, or Annually, to B.J. Barr's Personal Safety Devices, P.O. Box 16539, Jacksonville, Florida 32245-6539 on the first day of the month following the estimated date on installation which is 12/15/05

2. TERM OF THIS AGREEMENT
 2.1 The primary term of this Agreement shall be for a period of one (1) years from the date of first billing. Unless otherwise provided under the terms of the Renewal Option, this Agreement shall automatically renew for a period of one (1) year at the end of such primary term or any renewal term thereafter. Client shall give written notice to Company thirty (30) days prior to cancelling.

3. SERVICE
 3.1 Calls for Service or Sales assistance should be directed to B.J. Barr's Personal Safety Devices, P.O. Box 16539, Jacksonville, FL 32245-6539, (904) 642-4555.
 Company shall have the right to assign this Agreement to any other person, firm, or corporation without notice to the Client and shall have the further right to subcontract any services it may be obligated to perform.
 All equipment installed by Company for the transmission of electronic signals shall, at all time, remain the property of Company.
 Should any part of this Agreement be deemed to be illegal, invalid, inoperative, all remaining parts shall remain in full force and effect.

4. ADDITIONAL TERMS
 4.1 This Agreement consists of the terms contained on this page, the reverse side of this document and on any attachments indicated as follows:
 Schedule A Schedule C Schedule E Schedule G Other _____
 Schedule B Schedule D Schedule F Schedule H Other _____

5. CLIENT SELECTED SERVICES
 5.1 Client acknowledges that where burglar and/or fire alarm or access control equipment is provided, the system is designed to detect entry only through those accesses and/or areas actually covered by the equipment listed on Schedule A of this Agreement, that such equipment performs only those functions, and the system is activated only under the circumstances explained to the Client. Further, Client acknowledges that (a) Company has explained the full range of protection, equipment and services available to Client; (b) Client desires and has contracted for only the equipment and services itemized on this Agreement; and (c) additional protection over and above that provided herein is available and may be obtained from Company at an additional cost to the Client.
 5.2 **CLIENT FURTHER ACKNOWLEDGES THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THIS SIDE AND THE REVERSE SIDE OF THIS DOCUMENT, PARTICULARLY PARAGRAPH 5 REGARDING COMPANY'S LIMITATIONS OF LIABILITY AND AGREES TO THE AMOUNTS SET FORTH THEREIN AS WELL AS THOSE TERMS AND CONDITIONS ON ANY SCHEDULE ATTACHED HERETO AND ACKNOWLEDGES RECEIPT OF A TRUE COPY OF ALL APPLICABLE SCHEDULES.**

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement this
14th day of December, 2005. Company: B.J. Barr's Personal Safety Devices
 Nassau County Board of County Commissioners P.O. Box 16539, Jacksonville, FL 32245-6539
 By Ansley N. Acree Security Consultant _____
 Its Ansley N. Acree, Chairman Manager _____

This Agreement shall not be binding upon Company unless approved in writing by an authorized Manager for Company. In the event of non-approval, the sole Liability of Company shall be to refund to Client the amount that has been paid to Company by Client upon execution of this Agreement.

TERMS AND CONDITIONS

1. Increase in Taxes or Other Fees

1.1 Client acknowledges that all charges for services set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges. If any Company shall have the right, at any time, to increase the monthly charges provided herein to reflect any additional taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the services provided under the terms of this Agreement and Client agrees to pay the same.

2. Client's Duties as to Use of System

2.1 The Client shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the System in a manner prescribed by Company during the term of this Agreement. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Client's premises, Client shall notify Company immediately. If space/interior protection (i.e., ultra-sonic, microwave, infrared, etc.) is a part of the System, Client shall walk test the System in the manner recommended by Company.

2.2 When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbing conditions, Client shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement, which may interfere with the effectiveness of the System during closed periods while the alarm system is on. Client shall notify Company of any remodeling or other changes to the protected premises that may affect the operation of the system.

2.3 Client shall cooperate with Company in the installation, operation and maintenance of the system and shall follow all instructions and procedures which Company may prescribe for the operation of the system, the rendering of services and the provision of security for the premises.

3. Authorized Personnel

3.1 Client agrees to furnish forthwith a list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Client's premises and/or that should be notified in the event of an alarm. Client shall also furnish a written opening, closing and holiday schedule, if applicable to the services provided herein. Client agrees to provide all changes, revisions and modifications to the above to Company in writing in a timely manner.

4. Company is not an Insurer; Limitation of Liability

4.1 It is understood and agreed that Company is not an insurer; that insurance, if any, shall be obtained by Client; that the payments provided for herein are based solely on the value of the System and Services as purchased and subscribed for hereunder; that Company makes no warranty or warranty, including any implied warranty of merchantability or fitness that the System or Services supplied will avert or prevent occurrences which the System or Services are designed to detect or avert, or the consequences therefrom. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations or services herein, including, but not limited to installation, monitoring, and extended maintenance service, or the failure of the System to properly operate, with resulting loss to Client because of, among other things:

(a) The uncertain amount or value of Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or Service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or others, should any of these parties be dispatched as a result of a signal being received;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to operate; or

(d) The uncertain nature of occurrences which might cause injury or death to Client or any other person which the System is designed to detect or avert.

4.2 Client understands and agrees that if Company should be found liable for loss or damage because of the failure of the System to perform properly or the failure of Company to perform any of its obligations or to provide any of the Services subscribed for herein, as set forth on all Schedules attached hereto including, but not limited to installation, service, monitoring, or the failure of any equipment installed by, or service performed by Company in any respect whatsoever, Company's liability shall not exceed a sum equal to the annual service charge payment contracted for herein or Two Hundred and Fifty Dollars (\$250.00), whichever is the lesser and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly, to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Company, its agents, assigns or employees.

4.3 If Client wishes Company to assume a greater liability as herein above set forth, Client may obtain from Company an increased limited liability by paying an additional annual service charge to Company. If Client elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer. Such additional liability protection may also be obtained by Client from Client's insurance carrier.

5. Third Party Indemnification

5.1 When Client in the ordinary course of business has custody of the property of others, or the alarm system extends to protect property of others, Client agrees to and shall indemnify, defend and hold harmless Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including Company's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, warranty, or strict or product liability on the part of Company, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of Company while on Client's premises.

6. Client's Purchase Order

6.1 It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Client's Purchase Order, this Agreement shall govern, whether such Purchase Order is prior or subsequent to this Agreement.

7. Assignment by Client

7.1 Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of duties and obligations under this Agreement unless Company agrees to the transfer of this Agreement.

8. Assignees and/or Subcontractors of Company

8.1 Company shall have the right to assign this Agreement in whole or in part to any other person, firm or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

9. Additional Services

9.1 Client agrees that Client may subscribe for or purchase additional services, equipment or security protection from Company at agreed prices by written purchase order or contract and that any such additional services, equipment or protection shall, except for the price, be governed exclusively by this Agreement

9.2 The Client agrees that unless authorized by Company, any alterations, removal or tampering with the equipment or the attaching of any device, contrivance or apparatus to the equipment or any part thereof, shall operate to void any warranties provided herein.

9.3 If any agency or bureau having jurisdiction, or Client by his or its own act shall require or make necessary any changes on the equipment originally installed Client agrees, on demand, to pay for the reasonable cost of such changes.

10. Central Station Services

10.1 Central services consist of the receipt, analysis and response (dispatch of proper authorities) to signals from system installed under this agreement. Such services are initiated upon final payment for installation and pre-payment of service charges. All services may be discontinued anytime charges are unpaid or system is abused. Notice by certified or registered letter to billing address shall be deemed sufficient notice of discontinuation.

10.2 In the event Client does fail to pay all amounts due, and said failure to pay Company for a period of 30 days then upon the giving of 5 days, notice, company shall have the right to temporarily disconnect the services of Client. It is agreed and understood however, that said temporary disconnection shall not relieve the Client of any past due indebtedness, nor any current indebtedness that become due during the period of disconnection.

10.3 The programmed software installed in the computer shall remain the property of the Company. In the event of discontinuation, for whatever reason, Client agrees to return software to Company. If software is not returned within 96 hours of discontinuation, Client agrees to pay Company \$500.00 for the software plus any legal costs necessary to enforce this provision.

11. Default/Termination

11.1 In the event (i) Client fails to pay any amount due for the System, (ii) Client fails to comply with any of the terms and conditions hereof, (iii) Client makes an assignment for the benefit of creditors, (iv) an order for relief is entered against Client under any chapter of the National Bankruptcy Code, as amended, (v) a receiver or trustee is appointed for all or substantially all of the assets of Client, or (vi) there is a dissolution or termination of existence of Client, Company may pursue any one or more of the following remedies, which are cumulative and non-exclusive.

(a) Terminate all services subscribed for hereunder by giving 5 days written notice to Client. At said time, the Company shall have no further responsibility under this agreement in regards to the security services furnished by the Company.

(b) Enter the premises of the Client and remove all equipment installed by Company. In such event, Client agrees to pay all of the reasonable cost of removal of the equipment.

(c) Because of the initial expense and charges initially incurred by Company as a result of the installation of the equipment, and purchase for Client, in the event of default and termination of this agreement either by default of the Client, or termination by Company as provided for in this agreement, then and in that event, Company shall have the right to accelerate all of the remaining payment due under this agreement and the same shall immediately become due and payable by Client to Company. This sum shall include all past due installments that may be due at the time of default and/or termination and acceleration by Company.

(d) If the equipment owned by Company shall become damaged, lost, or stolen, Client agrees to pay to Company the balance remaining under the service agreement which said sum shall be the number of months remaining on the agreement, times the monthly service charge.

(e) In the event of default and/or termination of this agreement, under any provision of this contract, and it becomes necessary for the Company to retake possession of the equipment, Client agrees and understands that the Company shall be entitled to possession of the personal property. Client further understands that retaking possession of the personal property shall not relieve Client of the responsibility to pay the accelerated balance of the remaining monthly service charge payments. Provided however, Company shall give a credit to Client, for sums obtained by Company as determined by the fair market value of the equipment upon retaking by Company. Amount not to exceed 25% of the cost of equipment.

12. Company Litigation

12.1 Purchaser agrees that venue shall be in Duval County, Florida should litigation arise under any provision of this contract.

13. Delays or Interruptions

13.1 Company assumes no liability for delay in the installation of the System or for interruption of Services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of telephone or cable service, act of God, or for any other cause beyond the control of Company, and will not be required to provide installation for or services to Client while interruption of services due to any such cause may continue.

13.2 Company assumes no liability for delay of installation or service due to non-cooperation of the Client or his agents in providing access to that area of the premises where the equipment is to be located or for delays or interruptions of installation or service on any device or devices of the Client or of others to which Company's equipment is attached. If Client is unable to have premises available for installation of equipment within ninety (90) days of date Company is ready to begin installation, Client shall pay any additional labor or equipment costs incurred by Company due to price increases occurring after the ninety (90) day period has expired. Such additional costs shall be limited to actual increases in prices and shall be payable upon demand.

14. Insurance

14.1 Company acknowledges that it carries Worker's Compensation and public liability insurance applicable to the work performed under this Agreement.

15. Telephone Service

15.1 Client agrees to furnish any necessary telephone service or telephone lines at Client's own expense. Any and all telephone company charges shall be billed to Client's telephone bill, unless specified otherwise in Paragraph 2 on the front side of this Agreement.

16. Electrical Current

16.1 The Client agrees to furnish any necessary electrical service and current through the Client's meter and at the Client's sole expense.

17. Title Clause

17.1 Paragraph titles used in this Agreement are for reference only and are not to be construed as governing the construction of the specific provisions in this Agreement.

18. Payment; Delinquencies *based on F.C.C. Schedule*

18.1 Payment shall be due upon the receipt of invoices by Client unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the maximum allowable rate. All payments shall be due and payable at Company's office set forth on the front hereof. If an attorney is employed to collect any amount due Company, Client agrees to pay Company reasonable attorney's fees and costs incurred when permitted by applicable law. If Services are discontinued because of Client's past due balance, and if Client desires to have the monitoring service reactivated, Client agrees to pay in advance to Company a re-connect charge to be fixed by Company at a reasonable amount.

19. Entire Agreement; Modification; Waiver

19.1 This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized agent. No waiver or a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

Agenda Request For: December 14, 2005

Department: Family Matters of Nassau County

Background: Currently, Family Matters has a contract with B. J. Barr's Personal Safety Devices and paying for services quarterly.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

N/A

Action requested and recommendation:

Request authorization for Chairman to sign annual agreement with B.J. Barr's Personal Safety Devices for the security system at Family Matters of Nassau County.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

N/A

Funding Source: 46285564-549000 Other Current Charges
Balance as of 11/1/05: \$8,559.01

05 NOV 17 AM 8:51

COUNTY CLERK'S OFFICE

Reviewed by:

Department Head

Legal

Administrator

Finance

Administrative Services

Grants

[Handwritten signatures and initials over the review lines]

Revised 09/05

APPROVED
DATE 12/14/05
LA

see attached
~~ON HAVE~~
~~FEAR & ZINATIONS~~
~~ON REVENUE 5.05~~

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N/A

Action requested and recommendation:

Request authorization for Chairman to sign annual agreement with B.J. Barr's Personal Safety Devices for the security system at Family Matters of Nassau County.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

N/A

Funding Source: 46285564-549000 Other Current Charges
Balance as of 11/1/05: \$8,559.01

Reviewed by:

Department Head



Legal


Administrator

Finance

Administrative Services

Grants

Revised 09/05



approve and authorize the Chairman to sign the renewal agreement with B-J Barr's Personal Safety Devices for Family Matters security system in the amount of \$8,599.01.
Funding Source: 46285564-549000

11:04 As requested by Family Matters, Commissioner Marshall moved to approve to waive the rental fee at the Yulee County Building for weekly meetings of the Independent Living. Commissioner Vanzant seconded the motion and the vote carried unanimously.

11:04 It was moved by Commissioner Marshall, seconded by Commissioner Higginbotham and unanimously carried to approve change orders for the Community Development Block Grant (CDBG): (1) Program Applicant No. 9 (Campbell) for a time extension to March 3, 2006; (2) Program Applicant No. 20 (Freeman) for an additional \$2,083 and a time extension to December 23, 2005; and (3) Program Applicant No. 20 (Freeman) for an additional \$2,100 and the same time extension as reflected in Change Order No. 1 to December 23, 2005.

11:04 It was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to approve and authorize the Chairman to sign the agreement amendment extending the Employee Assistance Program services through September 30, 2006.