



ATLANTIC SECURITY CONSULTANTS, INC.

1714 CESERY BOULEVARD
JACKSONVILLE, FL 32211
(904) 743-8444

**SERVICE CONTRACT
TERM: ONE YEAR**
FL Lic. EF0001226
GA Lic. LU405163

During the term of this contract, **Atlantic Security Consultants, Inc.** (Company) will repair or replace, **upon request**, any part which may prove to be defective, in accordance with the provisions of this contract.

Subject to said provisions, the Company will further provide, once during each year of this contract, the following services, where applicable:

- | | | |
|-----------------------------|-------------------------------|---------------------------------------|
| 1. Replace Batteries | 6. Check Transformer | 11. Check Remote Keypads |
| 2. Check Signal Circuit | 7. Check All Door Contacts | 12. Check Internal Protection |
| 3. Check Sirens | 8. Check Window Contacts | 13. Check All Heat Detectors |
| 4. Check Emergency Circuits | 9. Clean Relay Contact Points | 14. Test All Smoke Detectors |
| 5. Check Burglar Alarm loop | 10. Check Fire Alarm Loop | 15. Check Warning Decals / Yard Signs |

The services herein shall include all labor and material required for the repair or replacement of defective parts, if any.

ASSA SILVER _____ YEARLY + TAX _____ MONTHLY + TAX

SILVER INCLUDES ALL ITEMS ABOVE. DOES NOT INCLUDE ACTS OF GOD, I.E. LIGHTNING, POWER SURGES, FLOODS, VANDALISM, OR ABUSE.

ASSA GOLD \$1082 _____ YEARLY + TAX _____ MONTHLY + TAX

GOLD INCLUDES LIGHTNING STRIKES, NO OTHER ACTS OF GOD, I.E. FLOODS, VANDALISM, OR ABUSE.

PLEASE BILL _____ YEARLY _____ SEMI-ANNUALLY _____ QUARTERLY _____ MONTHLY

This contract is to cover security and/or fire systems only. Any other system to be covered, will be listed below.

System <u>Cameras / Both Offices</u>	Additional Cost _____ + TAX
System _____	Additional Cost _____ + TAX
System _____	Additional Cost _____ + TAX

PROVISIONS OF AGREEMENT

1. All maintenance and service in connection with this contract are to be performed by Company technicians. The obligation of the Company under this contract shall terminate if the equipment specified above has been altered, repaired, or tampered with by others in a way that, in the opinion of the Company, affects the operation and performance of the equipment.
2. This contract shall not cover the making of any repairs, the performance of any labor, or the furnishing of any material for the repair or replacement of any part of said equipment where such repair or replacement is caused by accident or the negligence, abuse, or want of care of the customer in maintaining the said equipment or misuse thereof by the customer, or any cause not associated with the reasonable use of the equipment.
3. The services provided by the Company under this contract shall be made with reasonable promptness. The Company shall make every effort to render service within 24 hours, but assumes no liability for delays or failure hereunder caused by Acts of God, Government, labor difficulties, or causes beyond its control or for damage resulting from delays in performing the services under this contract or for any consequential damages whatsoever.
4. **This contract does not cover service, maintenance, or repair necessitated by loss or damage resulting from any cause beyond the control of the Company, including but not limited to loss due to water, storm, negligence, or any other cause originating outside of the equipment herein.**
5. A standard service fee will be charged for each call created by the customer which is not covered by this contract, and an overtime fee shall be assessed if customer desires service during other than normal 8 a.m. to 5 p.m. working hours, Monday through Friday.
6. The initial term of this Service Contract shall be for one (1) year, commencing on the effective date shown hereon. The contract will be renewed automatically thereafter for additional periods of one (1) year unless cancelled by either party by written notice 30 days prior to the termination of the then current term. For each renewal period there may be a fee increase. **Not transferable.**
7. Service to the system by anyone other than authorized Atlantic Security Consultants, Inc. personnel shall render this agreement null and void.
8. Agreement is binding only when accepted by a manager of Atlantic Security Consultants, Inc.

SERVICE AGREEMENT

Portia Taylor/ Portia Taylor
For the Company

Accepted: _____

Nassau Solid Waste/ 46026 Landfill Road

Date: _____

Print Customer's Name

Additional terms and conditions to the
Service Contract with Atlantic Security Consultants, Inc.
Security System at the West Nassau Landfill, Callahan, Florida

6. Continued: Any request for a fee increase for the renewal period shall be provided in writing, at least 60-days prior to the renewal period.
9. Termination for Convenience: The County reserves the right to terminate the agreement in whole or part by giving the Company written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Company shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the agreement shall continue during such notice period, and the County shall continue to be responsible to the Company for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the company.

10. Disputes:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Initials:

Company

Date:

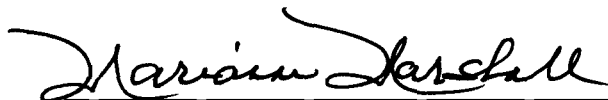
County

Date:

10/27/08

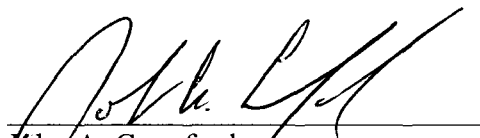
DATED this 13th day of October, 2008

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Marianne Marshall
Its: Chair

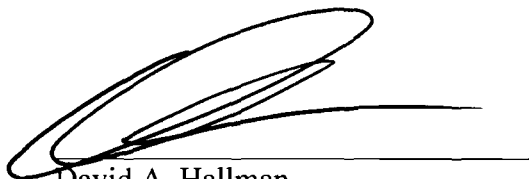
ATTEST:



John A. Crawford
Its: Ex-Officio Clerk

EBK 10/29/08

Approved as to form by the
Nassau County Attorney:



David A. Hallman