

CS-13-68

RECEIVED

CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT

(Contract Management Use only)

2013 DEC -3 PM 2: 25

CONTRACT TRACKING NO.

CM1725-A3

CONTRACTOR INFORMATION

Name: ATLANTIC COMPANIES

Address: 1714 CESERY BLVD. JACKSONVILLE, FLORIDA 32211

City State Zip

Contractor's Administrator Name: CAROL MASTERSON Title: CUSTOMER CARE MANAGER

Tel#: 904-743-8444 Fax: 904-743-8466 Email: CMASTERSON@ATLANTICCOMPANIES.NET

CONTRACT INFORMATION

Contract Name: SECURITY ALARM MONITORING Contract Value: _____

Brief Description: Monitoring Agreement for Fernandina Branch Library. Including Fire Alarm Monitoring

Contract Dates: From: 10/01/13 to 09/30/14 Status: ___ New ___ Renew XX Amend# ___ WA/Task Order

How procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: CM1725 Increase Amount of Existing Contract: XX No Increase _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: \$480.00 (annual)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|-----------------|-----------------------|
| 1. | <u>Dawn G. Dostwick</u> | <u>12/2/13</u> | <u>01712571</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. | <u>Charlotte Young</u> | <u>12-4-13</u> | |
| | Contract Management | Date | |
| 3. | <u>Caleb...</u> | <u>12/4/13</u> | |
| | Office of Management & Budget | Date | |
| 4. | <u>[Signature]</u> | <u>12-12-13</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby 12/17/13
Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED
COUNTY MANAGER'S
OFFICE
13 DEC 18 PM 1: 07

RECEIVED
OFFICE OF CLERK OF COURTS
NASSAU COUNTY FLORIDA
13 DEC 18 PM 4: 39



Monitoring Agreement
 80871-20

1714 CESERY BOULEVARD
JACKSONVILLE, FL. 32211

FLORIDA: 904-743-8444
GEORGIA: 912-264-8679
FAX: 904-743-8466

This Agreement is made this 20TH day of NOVEMBER, 2013, by and between ATLANTIC COMPANIES (Seller) and FERNANDINA BRANCH LIBRARY BURG & FIRE SYSTEMS (Purchaser). For the consideration and pursuant to the terms and conditions hereinafter mentioned, Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at 25 N 4TH STREET FERNANDINA BCH, FL 32034 (Premises), and Purchaser agrees to buy equipment listed. **Terms and conditions of this purchase agreement appear on the back of this document. Read them before you sign it.**

BILLING ADDRESS

Temporary Permanent

*** NOTE ANNUAL BACKUP MONITORING IS FOR THE FIRE SYSTEM***

CAROL MASTERSON - CUSTOMER SERVICE MANAGER 904-743-8444
EMAIL: CMASTERSON@ATLANTICCOMPANIES.NET

LEASE PURCHASE

| | | |
|----------------------|-------|-------|
| AGREEMENT LENGTH | _____ | MO. |
| INSTALLATION DEPOSIT | _____ | + TAX |
| MONTHLY INSTALLMENTS | _____ | + TAX |
| MONTHLY MONITORING | _____ | + TAX |

| | |
|--------------------------|-------------------|
| CONNECTION CHARGE | _____ |
| JOB INSTALLATION | _____ |
| JOB DEPOSIT | _____ |
| JOB COMPLETION BALANCE | _____ |
| ANNUAL MONITORING | \$222.00 TAX INC. |
| ANNUAL BACKUP MONITORING | \$258.00 TAX INC. |

MONTHLY QUARTERLY SEMI-ANNUAL ANNUAL
MONITORING BILLING CHOICES

EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached.

PASSWORD *****

| | | |
|------------------|-------------------------------------|-------------------------------------|
| NAMES: | 1. <u>Dawn S. Bostwick</u> | 2. <u>JANET Loveless</u> |
| TELEPHONE: Home: | <u>904-491-0032</u> | <u>904-321-0431</u> |
| Office: | <u>904-548-4862</u> | <u>904-548-4857</u> |
| Mobile: | _____ | _____ |
| Email: | <u>dbostwick@NASSAUCOUNTYFL.COM</u> | <u>JLoveless@NASSAUCOUNTYFL.COM</u> |

Home # _____
Office # _____
Fax # _____
Email _____

X [Signature] 12/17/13
PURCHASER/SUBSCRIBER/BUYER DATE
CONSULTANT [Signature]
MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

Terms and Conditions

1. **PRINTED AGREEMENT** - None of the **PRINTED AGREEMENT** or its items and conditions may be altered without the express written approval of an officer of the Seller.

2. **SELLER** agrees to install specified systems on premises and to make any necessary inspections and tests to deliver system to Purchaser in operating condition in accordance with standard installation procedures of Seller. The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Seller's installation schedule.

3. **FULL ONE-YEAR WARRANTY** - Seller/Atlantic Companies promises to furnish a replacement part for any portion of Purchaser's security system that proves to be defective in workmanship or material under normal use for a period of one year from the date of installation. Seller reserves the right to use reconditioned parts in fulfillment of this warranty.

Seller/Atlantic Companies extends to Purchasers warranties for equipment not made by us granted by manufacturers of such equipment used in Seller home systems. Seller will return this equipment to the original manufacturer for fulfillment of their warranty obligations.

We will furnish the labor to remove and replace the defective part during the same one-year period. Seller/Atlantic Companies makes no other warranty except as herein specifically set forth, particularly any warranty of merchantability or fitness for any particular purpose, either express or implied in law.

GENERAL: Furnishing of parts and labor as described above shall constitute fulfillment of all Seller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted only for the unexpired portion of the original warranty.

A bill of sale, cancelled check, or payment record shall be kept by Purchaser to verify purchase date and establish warranty period.

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system:

Distributed by Atlantic Companies
1714 Cesery Boulevard
Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser. Seller will perform service during normal working hours. For emergency service, Seller will charge you an emergency service labor premium.

Seller will endeavor to perform service Within 48 hours after notification of a problem by the Purchaser.

EXCLUSIONS: This warranty applies only to units sold and retained within the continental USA. This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood, lightning strikes or acts of God.

This warranty does not cover service calls which do not involve defective workmanship or materials. **IN NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.**

4. **SELLER NOT AN INSURER** - It is specifically understood and agreed: That Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or Premises; **THAT SELLER MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT.** Purchaser 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 herein, or the failure of the systems to properly operate with resulting loss to Purchaser because of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons 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 other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

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

(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or equipment is designed to detect or avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Fifty (\$250.00) Dollars, whichever is less, 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 from performance or nonperformance of the obligation imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees. In the event that the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier, as Purchaser desires.

5. **INDEMNIFICATION** - Purchaser agrees to and shall indemnify and save harmless the Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection

with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct or active or passive negligence on the part of Seller, its agents, servants or employees.

The Seller assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall continue.

6. **CENTRAL STATION SERVICES** - Central station 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 and shall be deemed effective for all purposes upon mailing and not receipt.

Monitoring service is billed and payable annually in advance. **MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.**

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization.

7. **TELEPHONE CONNECTIONS** - Seller will assist Purchaser in making necessary arrangements to secure telephone service connections for systems. Purchaser agrees to furnish any necessary tele-

phone services or telephone lines at Purchaser's own expense. The charge for the installation and continuation of this service shall be billed to the account of the Purchaser and will appear on his regular telephone billing.

8. **TESTING** - It is the responsibility of the Purchaser to test the system for proper operations periodically but not less than monthly. Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system.

9. **RETENTION OF TITLE AND RIGHT OF ACCESS** - The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller. Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon/in said Premise and to remove the system, or part from the premises.

Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner. Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part.

10. **FEES, CHARGES, RIGHTS AND COST OF COLLECTION** - All fees and charges are payable in advance. Failure to pay fees, charges or other sums owed will result in your services being disconnected. Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property. Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration. If Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law. This includes any attorneys' fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding. Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate, whichever is less. All payments shall be due and payable at Seller's office set forth on the front of the Agreement. Additionally, there will be a 1.50%/month LATE CHARGE on Past Due Balances. The minimum Late Charge is \$3.00. Any action taken under paragraph 6 and/or paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated. If services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller at a reasonable amount. Seller shall have the right to increase the reoccurring service charge provided herein, upon written notice to Purchaser, at any time or times after the date service is operative under this Agreement. Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, failing which it shall be conclusively presumed that Purchaser agreed to such increase. In the event Purchaser objects to such increase, Seller may elect to (i.) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (ii.) terminate the Agreement upon fifteen (15) days advance notice to Purchaser.

In addition to these charges addressed above, Purchaser agrees to pay, upon demand, (a) any false alarm assessments; federal, state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement; (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement; and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions, failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV camera, monitors or accessory components.

11. **NOTICE TO PURCHASER** - Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to enforce his claim against your property. Under law, you may protect yourself against such claims either by filing with the Court a "No Lien Agreement" or a payment bond depending upon the law of the state where your property is located.

(a) **BUYER'S RIGHT TO CANCEL** this Agreement. Buyer may cancel this Agreement or purchase by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed. Buyer may use the face of this Agreement as that notice by writing "I hereby cancel" by Buyer signature and by adding your name, address and new signature thereon. The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail.

12. **ENTIRE AGREEMENT** - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments (either written or spoken) and writing pertaining hereto.

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies. In the event of non-approval, the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13. **LITIGATION** - The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida. Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum.

14. **CHANGES AND ASSIGNMENT** - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement. Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller. Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent.

15. **THIRD PARTY INDEMNIFICATION** - In the event any person, not a party to this Agreement, shall make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations pursuant

to this Agreement, including but not limited to the design, maintenance, operation, or non-operation of the alarm-system, Purchaser agrees to indemnify, defend and hold Seller, its dealers, agents, installers, their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Seller, its dealers, installers, agents, servants, assign or employees. This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omissions of that employee.