(Contract Management Use only) CONTRACT APPROVAL FORM CONTRACT TRACKING NO. CONTRACTOR INFORMATION ATLANTIC COMPANIES, INC. Address: 1714 CESERY BLVD JACKSONVILLE 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: \$5,952.00 + 222.00 Callahan Co Bidg. Brief Description: To add to the existing agreement the Callahan County Building Security Location Effective 9/1/11 Contract Dates APRIL 1, 2011 to SEPT 30, 2014 Status: New X Renew X Amend# WA/Task How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP X RFQ ___ Coop. ___ Other _____ If Processing an Amendment: Contract #: Increase Amount of Existing Contract: No Increase New Contract Dates: to TOTAL OR AMENDMENT AMOUNT: \$ APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6 01193519-534000 Funding Source/Acct # 9-12-11 ounty Attorney (approved as to form only) ce of Management & Budget Comments: COUNTY MANAGER - FINAL SIGNATURE APPROVAL RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: OZ Clerk's Services; Contractor (original or certified copy)

Office of Management & Budget

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1N3W3Clerk Finance

	\Box
ATLANTIC	
COMPANIES	2

] install	
] Pre-wire	

	Purchase Agreement
	Equipment Add-On
\boxtimes	Monitoring Agreement
	80871-13

CM 1725-A)
1714 CESERY BOULEVARD
JACKSONVILLE, FL. 32211

TESELYES - 743,8444 ONTRAGEORGIA 972-264-8679 2011 SEP - FAX: 994.743,8466

		, 2011 , by and between		
(Seller) and CALLAHAN COUNTY &		basis for a stand Calles and	(Purchaser).	
		s hereinafter mentioned, Seller agrees to ocated at 45401 MICKLER STREET	o sell to Purchaser and to	
CALLAHAN, FL 32011	s premises or raichaser, to	(Premises), and Purchaser agree	s to buy equipment listed	
Terms and conditions of this pure	chase agreement appear	on the back of this document. Read	them before you sign it.	
BILLING ADDRESS	NASSAU BOARD OF C	COMM.		
☐ Temporary ☐ Permanent	76347 VETERANS WAY	SUITE 4000 YULEE, FL 32097		
C.P.U. MODEL		CARBON MONOXIDE DETECTOR	is I	
MONITORING METHOD:		STROBE LIGHT	780 EN 194	
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INTERIOR SPEAKER / SIREN		OVERHEAD DOOR SENSORS		
REMOTE TELEPHONE CONTRO	L	WINDOW SENSORS MODEL		
EXTERNAL SIREN EXPANSION MODULES		WINDOW SCREENS		
L.C.D. TOUCHPAD MODEL		GLASS BREAK SENSORS INTERNAL SENSORS TYPE		
L.E.D. TOUCHPAD MODEL		INTERNAL SENSORS TIPE		
KEYFOB MODEL_				
KETT OB MODEL				
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AGREEMENT LENGTH	MO.	JOB INSTALLATION	+ TAX	
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		ANNUAL BACKUP MONITORING + TAX		
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Fax#	SOLI SEP	CONSULTANT	MANAGER APPROVAL	
INJUGOLI	2101	Control of the Contro	The second section of the second seco	
Email NAM I	TANTAC.			

Terms and Conditions

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

SELLER agrees to install specified systems on premises and to make any necessary inspections and sts to deliver system to Purchaser in operating condition in accordance with standard installation

Seller. The installation will be completed within a reasonable length of time based on the conditions herent in the premises and Seller's installation schedule.

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

conditioned parts in fulfillment of this warranty.

Seller/Atlantic Companies extends to Purchasers warranties for equipment not made by us granted is by manufacturers of such equipment used in Seller home systems. Seller will return this equipment 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 by 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 eller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted by 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 nd establish warranty period.

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase 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 uring normal working hours. For emergency service, Seller will charge you an emergency service

bor premium.

eller 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 arranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper

arranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper aintenance, unauthorized alterations, misapplication, fire, flood, lightening strikes or acts of God. This warranty does not cover service calls which do not involve defective workmanship or materials.

I NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR PECIAL DAMAGES.

SELLER NOT AN INSURER - It is specifically understood and agreed: That Seller is not an

SELLER NOT AN INSURER - It is specifically understood and agreed: That Seller is not an surer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for arein are based solely on the value of the service as set forth herein and are unrelated to the alue of the Purchaser's property or Premises; THAT SELLER MAKES NO GUARANTEE OR IARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT HE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR HE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO ETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix is actual damages, if any, Which may proximately result from a failure to perform any of the bligations herein, or the failure of the systems to properly operate with resulting loss to Purchas scause of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the remises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences hich the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic nit, patrol service or other such services or entities should such department or entity be spatched 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 siler'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

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

quipment is designed to detect or avert. urchaser understands and agrees that if Seller should be found liable for loss or damage due orn a failure of Seller to perform any of the obligations herein, whatsoever, including, but not mited to installation, design, service, monitoring, or the failure of any system or equipment stalled by, or service performed by Seller in any respect whatsoever, Seller's maximum liability all not exceed a sum equal to the annual service charge contracted herein or Two Hundred ifty (\$250.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provisions f this Section shall apply if loss or damage, irrespective of cause or origin, results directly 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 sat the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, brain from Seller a higher limited liability by paying an additional amount proportioned to the crease in damages, but such additional obligation shall in no way be interpreted to hold Seller an insurer. Purchaser may also obtain such additional liability protection from insurance carrier,

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

ith the operation or non-operation of the system or monitoring facilities whether these claims be ased upon alleged intentional conduct or active or passive negligence on the part of Seller, it agents arvants or employees.

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

Purchaser

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15. THIRD

CENTRAL STATION SERVICES - Central station services consist of the receipt, analysis and sponse (dispatch of proper authorities) to signals from system installed under this Agreement. Such arvices are initiated upon final payment for installation and pre-payment of service charges. All services ay be discontinued anytime charges are unpaid or system is abused. Notice by certified or registered tier to billing address shall be deemed sufficient notice of discontinuation and shall be deemed fective for all purposes upon mailing and not receipt.

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

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

TELEPHONE CONNECTIONS - Seller will assist Purchaser in making necessary arrangements to acure 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 night 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 paya 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 accue 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 Purchas

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

(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 '1 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

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 lawsits, 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 officiations of that employee.

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CONTRACTOR INFORMATION (M) 1725	5	
Name: ATLANTIC COMPANIES, INC.		
Canteset Name: SECURITY ALARM MONITORING Contract Value: \$5,952.00	- NET :: 56	
If Processing an Amendment:		
Contract #: No Increase Amount of Existing Contract: No Increase		
New Contract Dates: to TOTAL OR AMENDMENT AMOUNT: \$		
APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6		
1. Department Head Signature 2-17-2011 See attached worksheet Date Funding Source/Acct #		
2. Charlotte Date Contract Management Date 3. 3-2-11	2011 FEB	CONTRAC
County Attoriesy (approved as to form only) Date	00	CE
4. Office of Management & Budget Date	PH 2:	NAGENE H
Comments:	<u>:</u>	-
COUNTY MANAGER - FINAL SIGNATURE APPROVAL Ted Selby, County Manager Date		~~~ \
PRETIDE OFFICE AT COMED OF MANACEMENT FOR DISTRICTION AS FOLLOWS.	=	

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

Clerk's Services; Contractor (original or certified copy)

Department

Original: 07-899197

Office of Management & Budget Contract Management

PHENEDANAM TOARTNOO

Clerk Finance



] Install] Pre-wire

	Purchase Agreement
	Equipment Add-On
X	Monitoring Agreement

1714 CESERY BOULEVARD JACKSONVILLE, FL. 32211

> FLORIDA: 904-743-8444 GEDRGIA: 912-264-8679

his Amanan	is made this 45th	day of Fabruary	, 2011 , by and bet	WEED AT ANTIC COMPANIES
		County Commissioners		WEER ATLANTIC COMPANIES (Purchasar).
			ns hereinafter mentioned, Seller ag	
stall, or cause	to be installed in the	premises of Purchaser,	located at SEE "ATTACHMENT A"	
				agraes to buy equipment listed.
arms and cond	ditions of this purch	nase agraement appea	r on the back of this document.	Read them before you sign it.
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INTERNET			HEAT DETECTORS	-
WO-WAY VOI	ICE		DOOR SENSORS TYPE	
TERIOR SPE	AKER / SIREN		OVERHEAD DOOR SENSOR	RS .
EMOTE TELE	PHONE CONTROL		WINDOW SENSORS MODEL	
XTERNAL SIR	REN		WINDOW SCREENS	
XPANSION M	ODULES		GLASS BREAK SENSORS	
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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.

			1714 CESERY B	BOULEVARD
	Purcha	se Agreement	JACKSONVILL	E, FL 32211
☐ Pre-wire	125 325 635 535	ent Add-On		
The Male	CC (5) (.5)			04-743-8444
ATLANTIC	Mounton M	ing Agreement	GEORGIA: 9	12-264-8679
COMPANIES	$\Box_{}$		FAX:	004-743-8466
This Assessment is made this 45th		2014	11. 17.1170	0015011150
This Agreement is made this 15th day (Seller) and Nassau County Board of County	y or repruary	, 2011 , by a	nd between ATLANTIC	(Purchaser).
For the consideration and pursuant to the te	y Contribusioners	s herainsfier mentioned. Se	Her arreas to call to Dur	_(Fulcisessi).
install, or cause to be installed in the premis	es of Purchaser, I	ocated at SEE "ATTACHME	NTA"	31830 413 10
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L.C.D. TOUCHPAD MODEL		INTERNAL SENSORS		1
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KEYFOB MODEL				+++
12110211021				+++
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AGREEMENT LENGTH	MO.	JOB INSTALLATION		+ TAX
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Fax #		CONSULTANT		APPROVAL
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Email_

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.

" Attachment B"

Nassau County Board of County Commissioners Request for Quotation Form

To be completed by vendor: Vendor Name: Atlantic Companies Address: 1714 Ceceru Blud. Jacksonville, Fr. 32211 Phone: 904-743 8444 Fex: 904-743-8466 Contact: Carol Musterson Email: CMusterson D Atlantic companies. net Attached is a written quote from our company, which is valid for days. Chartes Signature Date Comments: This gaute is and for 36 months Offer the Coole and of 4 411-9130114 This covers all properties listed on	Requesting Department:	Facilities Ma			Date:	12/28/10
Contact: Den Castle County Cell Phone 904-753-1046 maintech@massaucountyfl.com Product(s)/Service(s) to be purchased (list all specifications and requirements): Scope of Work: Montialy Security Monitoring \$ 18.50 pg2 Fire Alarm Monitoring \$ 21.50 pg2 Fire	Department Address:	45195 Musse	white Road			
Contact email: maintech@nassaucountyfl.com 904-548-4688 Department Fax: 904-548-4687 Product(s)/Service(s) to be purchased (list all specifications and requirements): Scope of Work: Monthly Security Monitoring: Monthly Security Alarm Monitoring: Style Alarm Monitoring: Service Call for Security Code Changes: Style Code Reference: Overtime Labor Rate: Overtime Labor Rate: Style Code Reference: Sty						
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Attachment "A"

Nassau County School Board Properties monitored as of 2-15-11.

Property	Address		Account Number			
County Maintenance Office	45195 Musselwhite Ro	ad	AWS0071			
Yulee Sports Complex	86142 Goodbread Ros	d	AWS0072			
Judicial Courthouse	76347 Veterans Way		237358			
Judicial Courthouse "Fire"	v	E/	237358			
Car 1 Elevator	н	**	904-225-2866			
Car 2 Elevator	"		904-225-5423			
Car 3 Elevator	*	u	904-225-0698			
Car 4 Elevator	a	u	904-225-2788			
Car 5 Elevator	"	u	904-225-4894			
Fire Rescue	96160 Nassau Place		AWS0073			
Fire Rescue Head Quarters	**	er	AW\$0074			
James S. Pager Governmental	James S. Pager Governmental Complex					
Back Hall	96135 Nassau Place		AW50094			
Supervisor of Elections	u.	•	AW50079			
Common Area	•	"	AWS0080			
CCA County MGR	n	t f	AWS0081			
Property Appraiser	*	u	AWSOD82			
Environmental Health	,	n	AW50083			
Human Resources	"	et	AWSOD84			
County Attorney	а	n	AWS0085			
Nassau Historic Courthouse	416 Centre Street		237354			
Yulee Extension East	4	a	AWS0152			
Clerk of Courts	45401 Mickler Street		W03481			
West Nassau Multiuse	543350 Highway US1		130216			
Nassau Solid Waste	46025 Landfill Road		121225			
Nassau Ernerg. Operations	77150 Citizen Circle		237405			