

CS-20-203

**CONTRACT APPROVAL FORM**

(Contract Management Use only)  
  
**CONTRACT TRACKING NO.**  
**CM2139-A1**

**CONTRACTOR INFORMATION**

Name: Atlantic Companies  
 Address: 1717 Cesery Boulevard Jacksonville Florida 32211  
City State Zip  
 Contractor's Administrator Name: Jerry Gill Title: Commercial Specialist  
 Tel#: (904) 743-8444 Fax: (904) 743-8466 Email: jgill@atlanticcompanies.net

**CONTRACT INFORMATION**

Contract Name: Security, Fire and Elevator Alarm Monitoring Contract Value: \$3,424.00  
 Brief Description: Amendment to add installation and monitoring services for Fire Rescue Station 71, 96262 Chester Rd, Yulee, FL 32097  
 Contract Dates : From: 10/1/2020 to: 9/30/21 Status:  New  Renew  Amend#  WA/Task Order  
 How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

**If Processing an Amendment:**

Contract #: CM2139 Increase Amount of Existing Contract: \$650.63 one-time install/\$120.00 monitoring per quarter  
 New Contract Dates: 5/12/21 to 9/30/21 TOTAL OR AMENDMENT AMOUNT: \$4,194.63

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6**

- |    |                                     |                  |                               |
|----|-------------------------------------|------------------|-------------------------------|
| 1. | <u>Doug Podisk</u>                  | <u>5/13/2021</u> | <u>Facilities Maintenance</u> |
|    | Department Head Signature           | Date             | Submitting Department         |
| 2. | <u>[Signature]</u>                  | <u>5/14/2021</u> | <u>01073519-534000</u>        |
|    | Procurement                         | Date             | Funding Source/Acct #         |
| 3. | <u>Megan Diehl</u>                  | <u>5/16/2021</u> |                               |
|    | Office of Management & Budget       | Date             |                               |
| 4. | <u>Michael S. Mullin</u>            | <u>5/18/2021</u> |                               |
|    | County Attorney/Contract Management | Date             |                               |

Comments: \_\_\_\_\_

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

Taco E. Pope AICP 5/18/2021  
 Taco Pope Date

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

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



SMARTHOME.BIZ  
START UP SPECIALISTS

- Purchase Agreement
- Monitoring Agreement

1714 Cesary Boulevard  
Jacksonville, FL 32211  
 280 Moss Oak Lane Suite A  
St. Simons Island, GA 31522

FL 904-743-8444  
GA 912-264-8679  
www.smarthome.biz

Consultant JERRY GILL Manager Approval \_\_\_\_\_

This Agreement is made this 4th day of May, 2021, by and between ATLANTIC SECURITY (Seller) and Nassau County Board of Commissioners BOCC (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 96262 Chester Rd Yulee, FL 32097 (Premises), and Purchaser agrees to buy equipment listed.

BILLING ADDRESS:  Temporary  Permanent 76347 Veterans Way Ste 4000 Yulee, FL 32097

Attention: \_\_\_\_\_

Per Contract will need PO# Provided.

This will be attached to contract CM2139. Monthly Monitoring is to be billed quarterly and prorated to match current billing cycle.

*Sent to Atlantic 5/12/21*

COPY

COPY

Job Installation	\$ <u>650.63</u>	Cardholder Name: _____
Job Deposit	\$ <u>0.00</u>	Card #: _____
Job Completion Balance	\$ <u>650.63</u>	Exp. Date: _____ CVV _____ Amount: <u>\$650.63</u>
Monthly Monitoring	\$ <u>40.00 (exempt)</u> + tax	EFT: YES <input type="checkbox"/> NO <input type="checkbox"/> *Non EFT Adds \$5.00 per Invoice
Agreement Length	_____ Months	X <u>Douglas J Podiak</u> Purchaser
Monitoring Billing Options:		Email: <u>rmjones@nassaucountyfl.com</u> Purchaser
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual		

**IMPORTANT: So not to be confused as a spam call, please add our monitoring center phone number in your cell contacts as "Alarm Monitoring." That number is 800-432-1429.**

All future calls /texts to you from our office and monitoring center will occur in the order you list below:

**Commercial**  
Please list the phone number of this account to be called during business hours along with the name of the Primary Contact - THEN for after hours or weekends, list the people to be called, in order of preference, in the Emergency List/Key Holders section.

Work # Facilities Department  
Primary Contact Name 904-530-6120

**Residential**  
Please list the home phone number if there is one - THEN the cell numbers of the primary residents to be called in the preferred order - THEN list the people to be called, in the order of preference, in the Emergency List/Key Holders section.

Home # \_\_\_\_\_  
Primary Contact Name \_\_\_\_\_  
Primary Contact Cell # \_\_\_\_\_  
Secondary Contact Name \_\_\_\_\_  
Secondary Contact Cell # \_\_\_\_\_

**Monitoring Center Password:**

This word will be necessary to provide verification that all is OK to the monitoring center operator when a false alarm occurs.

Password: N/A

**Emergency List / Key Holders:** Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached. Ideally their responsibility entails having a key to your premises and to know the arm/disarm code. They will be called in the order listed below.

- Name: Facilities On Call  
Phone: 904-430-3156
- Name: Chief Rigdon  
Phone: 904-753-1627
- Name: Doug Podiak  
Phone: 904-583-4635
- Name: Jeff Little  
Phone: 904-753-4033

FL LIC. EF0001226 EF20000570 GA LIC. LU405163

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 terms 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 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 Purchaser warranties for equipment not made by us granted us 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 constitutes fulfillment of all Seller's obligations with respect to this warranty, and replacement parts will be warranted only for the unexpired portion of the original warranty.

Purchaser must keep a bill of sale, cancelled check, or payment 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 Cassary Boulevard  
 Jacksonville, FL 32211

Purchaser is responsible for providing ready access to the system for service. 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 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, must 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, that 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 Purchaser 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 resulting 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 will 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 to any 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 a licensed insurance carrier, as Purchaser desires.

**5. FORCE MAJEURE:** 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 or Internet Service (as those terms are defined herein). 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. Seller is not required to obtain proof of delivery of such notice. Monitoring service is billed and payable annually in advance, UNLESS OTHERWISE PROVIDED FOR HEREIN.

**E.G., CANCELLATION FOR NON-PAYMENT, MONITORING SERVICE WILL CONTINUE IN ACCORDANCE WITH YOUR PAYMENT TERM, I.E., MONTH TO MONTH, QUARTERLY, TWICE YEARLY, OR ANNUALLY, UNLESS CANCELLED IN WRITING BY EITHER PARTY, IF MONTH TO MONTH THEN NOTICE MUST BE GIVEN NO LESS THAN 30 DAYS PRIOR TO THE NEXT BILLING DATE, OTHERWISE NOTICE MUST BE GIVEN NO LESS THAN 60 DAYS BEFORE THE NEXT BILLING DATE.**

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

**7. TELEPHONE OR INTERNET CONNECTIONS:** Seller will assist Purchaser in making necessary arrangements to secure telephone or Internet service connections for systems. Purchaser agrees to furnish any necessary telephone service (including wireless telephone connections) ("Telephone Service") or Internet services or telephone lines at Purchaser's own expense. The charges for the installation and continuation of this service will be billed to the account of the Purchaser. Purchaser further understands and agrees that such assistance by Seller does not act as any guarantee by Seller that such

Telephone Service or Internet services will continue, nor does it act as any guaranty of uptime or lack of service interruption.

**8. TESTING:** It is Purchaser's responsibility to test the system for proper operations at least once 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 Purchaser authorizes and empowers Seller to enter upon/into 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 may have to receive demand for payment, notice of intent to accelerate, and notice of acceleration. Purchaser will pay any attorney's fee and court costs as permitted by law if Seller is required to take any action to collect payment(s) due under this Agreement. This includes any attorney's 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 to 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 8 or paragraph 9 does not 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 assessed by Seller at a reasonable amount. Seller shall have the right to increase the recurring 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. If Purchaser objects to such increase, Seller may elect to (i) continue the 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.

**12. PURCHASER'S RIGHT TO CANCEL THIS AGREEMENT:** Purchaser may cancel this Agreement or purchase by mailing a written notice to the Seller postmarked no later than midnight of the third business day after the date this Agreement was signed. Purchaser may use the face of this Agreement as that notice by writing "I hereby cancel" by Purchaser 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.

**13. 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 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 Purchaser the amount that has been paid to Seller upon execution of this Agreement.

**14. CHOICE OF LAWS; VENUE:** 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 they will not contest that Duval County, Florida is a convenient forum.

**15. 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.

**16. THIRD PARTY INDEMNIFICATION:** If any person, not a party to this Agreement, makes any claim or files 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, Seller agrees to indemnify, defend and hold Seller, its dealers, agents, installers, and their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's 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.