CITY OF FT. LAUDERDALE

CURRENT SERVICES AS OF 10/94

ACCT NO.	CS NO.	SYSTEM LOCATION	SERVICES	MTHLY FEE
123-25496	53-013	WAR MEMORIAL AUDITORIUM TCKT OFC 800 NE 8 STREET	B, SVC, A	$45.00
123-25497	53-219 16-293	YANKEE STADIUM LOCKER ROOM 5301 NW 12 AVENUE	B, SVC, S, W	$75.00
123-25498	VARIOUS 74-74003 74-74004 CORBY10 22-090	CITY HALL 100 N. ANDREWS AVENUE --PERIMETER SYSTEM --CLERK'S OFFICE --CARD ACCESS SYTEM --TREASURY DEPT (TEMP)	B, SVC, S/A	$300.00
123-25501	23-020	BIRCH/LAS OLAS PARKING LOT 200 E LAS OLAS	B, SVC, S	$45.00
123-25504	53-024	RECORDS STORAGE CENTER 401 SE 21 STREET	B, A	$50.00
123-25505	53-016	RECREATION ADMINISTRATIVE BLDG 301 N. ANDREWS AVE	B, SVC, A	$55.00
123-25506	53-887	SWIMMING HALL OF FAME 501 SEABREEZE BLVD	B, SVC, A	$78.00
123-25507	53-007	HOLIDAY PARK TENNIS COURTS 701 NE 12 AVENUE	B, SVC, A	$45.00
123-25508	53-199	CENTRAL STORES WAREHOUSE 1301 SW 2 COURT	B, S	$45.00
123-25512	53-009	HOLIDAY PARK ACTIVITIES CENTER 730 N. FEDERAL HWY	B, SVC, S	$45.00
123-25513	53-010	LAUDERDALE MANORS RECREATION CNTR 1340 CHATEAU DR	B, A	$45.00
123-25514	53-011 16-058	SNYDER PARK ADMINISTRATIVE OFC 3299 SW 4 COURT	B, SVC, S, W	$45.00
123-25515	82-028	YANKEE STADIUM BOX OFFICE 5301 NW 12 AVENUE	B, SVC	$35.00
123-25519	74-X1039	CITY HALL COMPUTER ROOM 100 N. ANDREWS AVENUE	B, SVC, S	$63.00
123-25520	82-300 16-003	EVIDENCE STORAGE/WATER TREATMENT 3801 BAYVIEW DR	B, SVC	$55.00
123-26244	74-CV117	MILLS POND PARK 2201 NW 9TH AVENUE	B, SVC, W	$50.00
123-30496	17-064	WARFIELD PARK 1000 N. ANDREWS AVE	B	$25.00
123-36929	53-018	SWIMMING HALL OF FAME/GIFT SHOP 501 SEABREEZE BLVD	B	$20.00
123-37052	53-015	BASS PARK RECREATION CENTER 2750 NW 19 STREET	B	$20.00
123-37053	23-093	GEORGE ENGLISH PARK 1101 BAYVIEW DRIVE	B	$20.00
123-39049	74-12322	ANDOVER ENTERPRISES 101 N. ANDREWS AVENUE	B, SVC, A	$80.00
			TOTAL MF	$1,241.00
				ANNUALIZED $14,892.00

B=BASIC MONITORING
S=SUPERVISED OPENINGS/CLOSINGS
A=AUTOLOG OPENINGS/CLOSINGS
SVC=EXTENDED SERVICE
W=WATCH ALERT

CONTRACT COPY

CITY OF FT. LAUDERDALE
CANCELLED ACCOUNTS

ACCT NO.	SYSTEM LOCATION	EFFECTIVE
123-25492	CENTRAL MAINT.	11/01/93
123-25493	LAUDERDALE MANORS POOL	04/16/91
123-25495	SUNLAND POOL	04/16/91
123-25499	SERVICE GARAGE	04/13/90
123-25550	CITY PARKING	09/17/90
123-25502	BEACH PARKING LOT	02/01/93
123-25503	BASS POOL	04/16/91
123-25510	POINCIANA PARK UTIL.	11/01/93
123-25516	POLICE EVIDENCE SECTION	11/01/93
123-25518	POLICE EVIDENCE REAR STRG	11/01/93
123-25521	INTELLICENCE UNIT, M.I.U.	05/01/93
123-25522	ORGANIZED CRIME DIV.	03/01/92

CONSOLIDATED SOUTHERN SECURITY, INC.
SYSTEM CONSULTANTS • DESIGNERS • INSTALLERS

12/28
Sent original
to Doug G.

December 22, 1994

City of Ft. Lauderdale
100 N. Andrew Avenue
Ft. Lauderdale, Fl 33301

Dear Customer:

Enclosed herewith you will find a Contract Rider Form, please sign, date and return with a P.O.# to our office as soon as possible.

Thank you for your courtesy and cooperation in this matter.

Sincerely yours,

Eileen Moreno
Sales Administrator

em

10500 N.W. 7TH AVENUE
MIAMI, FLORIDA 33150
(305) 758-8765 (800) 432-2177

☒ CONSOLIDATED SOUTHERN SECURITY, INC.

☒ SENTRY ALARM SYSTEMS
☐ PROFESSIONAL ALARM SERVICES, INC.
☐ PROFESSIONAL ALARM SERVICES OF PENSACOLA, INC.
☐ ALLGUARD ALARMS, INC.

CONTRACT RIDER or CHANGE ORDER

C.S. Code # _____ Contract No. 36601-84

Name City Of Ft. Lauderdale

100 N. Andrew Avenue, Ft. Lauderdale, FL 33301
Address City State Zip

The schedule of protected points and installations on the original contract shall be altered as follows:

(1) I.E. I. Outdoor Access control Keypad
(1) Securitron 1200 LB. Magnetic Door Lock
(1) DS150 Automatic egress PIR Motion Detector
(1) Altronics AL 100 U.L. Power Supply Back up Battery Included
(1) 12 VDC Alarm Shunt Relay
(1) Securitron Manual Egress Button (back up for auto egress)

Purchased System

Cost of alterations or additional protection shall be $ 1,712.00.

Monthly monitoring will be (increased/decreased) $ 20.00.

Company Owned System

Installation of Company Owned equipment $_____.

Monthly service & maintenance of system will be (increased/decreased) $_____.

This contract rider shall in no way alter or change any of the contract conditions as stipulated in the contract currently in effect.

APPROVAL

COMPANY
BY: Mike Parisio
Sales Representative
DATE: _____
APPROVED: _____
DATE: _____

CLIENT
BY: _____
DATE: _____

Rev. 9/88

BB 00076

CITY OF
FORT LAUDERDALE

Venice of America

RECEIVED
PURCHASING DIVISION
1993 NOV 15 AM 8:30

November 12, 1993

CONTRACT COPY

Consolidated Southern Security, Inc.
Mr. Chuck Boehnker, Area Manager
10500 N.W. 7th. Avenue
Miami, Fl. 33150

Dear Mr. Boehnker:

Yesterday we provided three new call out lists to your central station; these should clarify who is to be called in the event a call must be made. We would appreciate it if you would assure that all involved operators in the central station receive a copy. If there are any questions regarding the call out lists, please contact me immediately.

The logic of the incident on 10/24/93 (Sunday 9 pm), when a call was made to our security guard to inform him of a low battery signal on a window sensor still escapes us. If you could provide us with the rationale for such a procedure, we would be grateful. From our perspective, if it is a clear case of a low battery, we believe that no action available to us at that time, as the customer, would be productive. However, as you have indicated, with your 15 years of experience this is a commonplace procedure; therefore, we will postpone any immediate procedural changes until we, with your help, better understand the situation fully.

On the matter we discussed this week of regular replacements of batteries used in the security system, we still believe that a better procedure exists than that currently employed. As an example, when a technician is dispatched to replace one low battery, (or any other system problem) have him check the other batteries in the system. This could become a routine scheduled event, ie. check all batteries in area A, next month check all in area B, etc. At the very least, an automatic dispatch of a technician when a low battery condition shows up would be very helpful.

In the past, major problems preventing the proper operation of the City Hall building, its elevators, doors and stairways have occurred due to failures of the security systems. These failures have caused a great deal of inconvenience for the public as well as the employees of the City Hall building. The problems, in our opinion, have up to now been given very little serious thought towards improving preventative measures. We hope that by pointing this out to you now, improvements will be made to address the most frequent underlying problem. We believe that, from past experience with CSS, the stocking of replacement parts would have an immediate and positive impact on the number of and duration of problems City Hall has experienced.

Regarding the issue of "wireless" systems having inherently more problems than that of a "hard wired" system, we understand completely. If it would be advantageous to CSS and, therefore, will result in lower maintenance costs to the city, please prepare a proposal on converting to a hard wired system. The City is always willing to improve its operations, especially when cost savings are available.

We look forward to hearing from you and meeting you in the future.

Sincerely,

D. Douglas Gottshall
Central Services Administrator

cc: Bruce A. Larkin, Director Administrative Services
Bud Roon, Purchasing Manager
Bud Bentley, Assistant City Manager

CITY OF
FORT LAUDERDALE

Venice of America

Copy 10/29/93 ERR

faxed

September 17, 1993

Consolidated Southern Security, Inc.
Att: Cary MacNamara, General Manager
10500 N.W. 7 th Ave.
Miami, FL 33150

Re: Service Contracts for Ft. Lauderdale Police Evidence Section and rear Evidence Storage Shed

Dear General Manager MacNamara:

Please allow this letter to provide ample and proper notice that the following locations which are currently monitored by Consolidated Southern Security Inc., are cancelled effective November 1, 1993.

City of Fort Lauderdale Police Dept.
Evidence Section
123-25516

City of Fort Lauderdale Police Dept.
Police Evidence Rear Storage
123-25518

We are currently paying $540 per year for each location listed.

All of the remaining locations that you are monitoring and maintaining for us will continue until further notice.

Sincerely,

E. R. Roon, CPPO
Purchasing Manager

CONTRACT COPY

cc: Joel Peney, Police Evidence Section
Jean Ferguson, Budget Coordinator, Police Dept.
Contract File

INTEROFFICE MEMORANDUM

DATE: October 8, 1991

TO: Purchasing Manager/Bud Roon

FROM: Purchasing Buyer/Jeff Betman

SUBJECT: Security Systems for City Facilities

The following is an updated listing of facilities, locations and monitoring fees for security services. Such listing is based on our three present major Contractors.

SERVICE LOCATIONS:

CONTRACTOR: CONSOLIDATED SOUTHERN SECURITY:

Sanitation Service Garage, 1300 Windgate Road	45.00
War Memorial Auditorium Ticket Office, 800 NE 8 Street	45.00
Yankee Stadium Complex, 5301 NW 12 Avenue (Locker Room)	75.00
(Box Office)	35.00
Birch Las Olas Parking Lot, East Las Olas & Birch	45.00
City Parking Garage Complex, 100 SE 1 Avenue	40.00
Beach Parking Office, 600 Seabreeeze Blvd.	45.00
Records Storage Center, 401 SE 21 Street	50.00
Recreation Administration Bldg., 301 N. Andrews Ave.	55.00
Swimming Hall of Fame, 501 Seabreeze Blvd.	45.00
Holiday Park Tennis Courts, 701 NE 12 Avenue	45.00
Central Stores Warehouse, 1301 SW 2 Court	45.00
Poincianna Park Utilities Bldg., 401 SE 21 Street	30.00
Holiday Park Activities Center, 730 N. Federal Hwy	45.00
Lauderdale Manors Recreation Cnt., 1340 Chateau Dr	45.00
Snyder Park Administration Office, 3299 SW 4 Court	45.00
Police Evidence Section, 1300 W. Broward Blvd	45.00
Police Evidence Rear Warehouse, 1300 W. Broward Blvd.	45.00
City Hall Building, 100 N. Andrews Ave	300.00
Computer Center, 100 N. Andrews Ave (4th & 6th Floors)	63.00
? Evidence Storage (Water Treatment Plant), Coral Ridge C.C.	55.00
Organized Crime Bureau, 315 NE 3 Avenue	49.00
? M.I.U. Police Intelligence Division, 1901 S. Andrews Ave	57.17
Warfield Park, 1000 N. Andrews Ave.	25.00
City Parking Office, 145 E. Las Olas Blvd.	45.00
Bass Park Recreation Cnt., 2750 NW 19 Street	45.00
George English Park, 1101 Bayview Drive	20.00
Central Maintenance Shop, 4250 NW 10 Avenue	45.00

Mills Pond Park Complex, 2201 NW 9 Avenue		50.00
		$1,579.17
	Annual Rate:	$18,950.04

CONTRACTOR: NATIONAL GUARDIAN

Finance Parking Garage (Security Office)	423.72
Holiday Park Special Events Office	711.84
Memorial Cemetary	497.16
	$1,632.72

CONTRACTOR: THE ALERT CENTER

Holiday Park Social Annex	299.40
Sunland Park Social Annex	299.40
Fire Station Training Center	299.40
City Hall Annex	299.40
Civil Service Building, Conference Room	299.40
	$1,497.00

The total service rates shown for Consolidated Southern Security, differ from the total presented to the City Commission with our recommendation for extension of contract. This original total of $20,090.04, included several locations for which security services have been temporarly discontinued due to construction work or locations such as Lauderdale Manors and Sunrise Pools, where security monitoring has been eliminated.

As the individual locations provide the necessary documents to obtain this service and Purchasing does not issue blanket orders for all areas, any differences in the monitoring fees would not in any allow provide a contractor with a means of erronous billing for such services.

Such services are constantly being revised as new areas are developed or old areas are eliminated. Any additional systems added are provided by having the above three contractors, bid on furnishing, installing and monitoring of such equipment.

CONSOLIDATED SOUTHERN SECURITY, INC.

CITY OF FORT LAUDERDALE LOCATIONS - SECURITY SYSTEMS, CSS

1. LAUDERDALE MANORS SWIMMING POOL OFFICE, 1340 CHATEAU PARK DRIVE - MONITORING AND SERVICE - 45.00 PER MO

2. SUNLAND PARK SWIMMING POOL OFFICE, 1450 W. SUNRISE - MONITORING AND SERVICE - 45.00 PER MO

3. WAR MEMORIAL AUDITORIUM TICKET OFFICE, 800 N.E. 8TH ST. - MONITORING AND SERVICE - 45.00 PER MO

4. YANKEE STADIUM COMPLEX, 5301 N.W. 12TH AVE. - MONITORING AND SERVICE - 75.00 PER MO

5. SANITATION GARAGE, 1300 WINGATE ROAD - MONITORING AND SERVICE - 45.00 PER MO

6. PARKING FINANCE OFFICE, 140 S.E. 1ST ST. - MONITORING AND SERVICE - 45.00 PER MO

7. BIRCH/LAS OLAS PARKING OFFICE, (BIRCH RD. LOT) - MONITORING AND SERVICE - 45.00 PER MO

8. BEACH PARKING OFFICE, 600 SEABREEZE AVE. - MONITORING AND SERVICE - 45.00 PER MO

9. BASS POOL OFFICE, 2750 N.W. 19TH ST. - MONITORING AND SERVICE - 45.00 PER MO

10. RECORDS STORAGE CENTER, 401 S.E. 21ST ST. - MONITORING AND SERVICE - 50.00 PER MO

11. RECREATION ADMINISTRATION BUILDING, 301 N. ANDREWS AVE. - MONITORING AND SERVICE - 55.00 PER MO

12. SWIMMING HALL OF FAME MUSEUM, 501 SEABREEZE BLVD. - MONITORING AND SERVICE - 45.00 PER MO

13. HOLIDAY PARK TENNIS OFFICE, 701 N.E. 12TH AVE. - MONITORING AND SERVICE - 45.00 PER MO

14. CENTRAL STORES WAREHOUSE, 1301 S.W. 2ND CT. - MONITORING AND SERVICE - 45.00 PER MO

15. CITY PARKING GARAGE COMPLEX, 100 S.E. 1ST AVE. - MONITORING - 40.00 PER MO

16. POINCIANA PARK UTILITIES, 401 S.E. 21ST ST. - MONITORING AND SERVICE - 30.00 PER MO

17. HOLIDAY PARK ACTIVITIES CENTER, 730 N. FED. HWY. - MONITORING AND

SERVICE - 45.00 PER MO

18. LAUDERDALE MANORS RECREATION CENTER, 1340 CHATEAU PARK DRIVE - MONITORING AND SERVICE - 45.00 PER MO

19. YANKEE STADIUM BOX OFFICE, 5301 N.W. 12TH AVE. - MONITORING AND SERVICE - 35.00 PER MO

20. POLICE EVIDENCE SECTION, 1300 W. BROWARD BLVD. - MONITORING AND SERVICE - 45.00 PER MO

21. POLICE EVIDENCE REAR WAREHOUSE, 1300 W. BROWARD BLVD. - MONITORING AND SERVICE - 45.00 PER MO

22. COMPUTER CENTER, 100 N. ANDREWS AVE. (4TH & 6TH FLOORS) - MONITORING AND SERVICE - 63.00 PER MO

23. POLICE EVIDENCE STORAGE, (WATER TREATMENT PLANT, CORAL RIDGE COUNTRY CLUB) - MONITORING AND SERVICE - 55.00 PER MO

24. ~~ORGANIZED~~ M.I.U ~~CRIME~~ ~~BUREAU~~, 1901 S. ANDREWS AVE. - MONITORING AND SERVICE - 57.17 PER MO

25. ORGANIZED CRIME BUREAU, 315 N.E. 3RD AVE. - MONITORING AND SERVICE - 49.00 PER MO

* 26. POLICE DETENTION CENTER, 1300 W. BROWARD BLVD. (TO THE REAR) - SERVICE ONLY (FIRE SYSTEM) - 50.00 PER MO

27. SNYDER PARK ADMINISTRATION OFFICE, 3299 S.W. 4TH AVE. - MONITORING AND SERVICE - 45.00 PER MO

28. CENTRAL MAINTENANCE SHOPS, 4250 N.W. 10TH AVE. - MONITORING AND SERVICE - 45.00 PER MO.

29. MILLS POND PARK, 2201 N.W. 9TH AVE. - MONITORING AND SERVICE - 50.00 PER MO

30. CITY HALL COMPLEX, 100 N. ANDREWS AVE. - TWO 1ST FLOOR SECURITY SYSTEMS, ELECTRIC STRIKE FIRE DOORS, ACCESS CONTROL SYSTEM - MONITORING AND SERVICE - 300.00 PER MO

DATE ISSUED
10/18/1993

CITY OF
FORT LAUDERDALE
FLORIDA

PURCHASE ORDER

ORDER NUMBER
BP00076

DUPLICATE

THIS P.O. NUMBER MUST APPEAR ON ALL PAYMENT DELIVERY CORRESPONDENCE.

REQUISITION NO.	PAGE
	1

PER BID NO.

INVOICE TO

MAIL INVOICES IN **DUPLICATE** TO

CITY OF FORT LAUDERDALE
FINANCE DEPARTMENT, ACCOUNTS PAYABLE
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33301-4130

TO

009989 00
CONSOLIDATED SOUTHERN SECURITY
10500 N.W. 7 AVENUE

MIAMI FL

SHIP TO

PROCUREMENT SPECIALIST:
JEFF BETMAN

DELIVERY DATE	CANCELLATION DATE	FOB	DISCOUNT TERMS	DEPT.
N/A	11/01/1994	DESTINATION	NET 30 DAYS	

*** BLANKET PURCHASE ORDER ***

ITEM DESCRIPTION / SPECIFICATIONS	QUANTITY	COMMODITY	UNIT COST	MAXIMUM EXPENDITURE

001 936-73-01
MAINT: SECURITY SYST. NON-CONTRACT CHARGES

002 990-05-01
SERV: ALARM MONITORING & MAINTANANCE

TERMS:
CONTRACT EXTENSION (9TH) 11/1/93 - 10/31/94
EXTENSION APPROVED BY CITY COMMISSION 9/8/93
OLD CONTRACT SERIES: 366
BID REFERENCE NO: 3883 (8/82)

VENDOR CONTACT: CARY MAC NAMARA 305-758-8765

THIS BP (CONTRACT) SUPERSEDES BP-00009 & BP-00016

CENTRAL MAINTENANCE SHOP AND POINCIANA PARK FACILITIES WILL NOT BE INCLUDED IN THE EXTENSION

THIS IS A BLANKET PURCHASE ORDER, OR CONTRACT, FOR NOTIFICATION PURPOSES ONLY. DO NOT SHIP OR START WORK UNLESS INSTRUCTED BY AUTHORIZED CITY STAFF. CITY DEPARTMENTS WILL ISSUE PURCHASE ORDERS AGAINST THIS BP AS REQUIRED.

ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE REFERENCED BIDDING DOCUMENT ARE INCLUDED BY REFERENCE UNLESS SUPERCEDED BY TERMS CONTAINED ON THE FACE OF THIS PURCHASE ORDER.

A COMPLETED PUBLIC ENTITY FORM IS REQUIRED EACH CALENDAR YEAR. PLEASE COMPLETE THE ENCLOSED FORM AND RETURN TO THIS DEPARTMENT.

APPROVED

SIGNATURE OF VENDOR DATE

Conditions on Back are a Part of this Agreement 20,090.04

Issuance of this Purchase Order by the City of Fort Lauderdale is acceptance of the offer of Contractor which was made on these the City's standard terms and conditions (specified herein) and has created a binding contract between the City and Contractor on the terms and conditions specified herein.

If any term on the face hereof is inconsistent with a term on the back of this Purchase Order, the term on the face controls. If any term in the Specifications conflicts with the term herein, the term in the Specifications controls.

PURCHASING DIVISION
100 NORTH ANDREWS AVENUE
CITY HALL, ROOM 619
FORT LAUDERDALE, FL 33301-4130
TEL (305) 761-5140

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

Procurement Specialist Purchasing Manager

**** PURCHASING COPY ****

POPU

CITY OF
FORT LAUDERDALE

Venice of America

Purchasing Division 761-5140

October24, 1994

ORIGINAL
DO NOT REMOVE
FROM FILE

Consolidated Southern Security, Inc.
Michelle E. Ridge
10500 NW 7 Ave.
Miami, FL 33150

RE: Contract Extension Contract No. BP-00076
For: Security Svs.

Dear Michelle E. Ridge:

An extension of the contract noted above has been approved. The revised expiration date will be 10/31/95.

XX Florida statutes require a Public Entity Crime form be submitted, per calendar year, for purchases over $10,000. Please sign the enclosed form and return to our office.

Sincerely,

Kathryn B. Kesler,
Clerk III

ORIGINAL
DO NOT REMOVE
FROM FILE

CONSOLIDATED SOUTHERN SECURITY, INC.
SYSTEM CONSULTANTS • DESIGNERS • INSTALLERS

October 4, 1994

Mary Jane Comley
Procurement Specialist
City of Ft. Lauderdale
100 N. Andrews Avenue
Ft. Lauderdale, FL 33301

Re: Extension of Contract Number 366.01 through 366.06

Dear Mrs. Comley,

Consolidated Southern Security, Inc., hereby agrees to all existing terms specification and condition of Contract 366.01 - 366.06 which are to remain in affect during the extension period for the upcoming year.

Attached please find the copy of the listed facilities covered under these contracts. If you need any further information, please feel free to contact me directly.

Thank you for your continued, long-standing patronage. We are pleased to have you as a customer and look forward to another year of providing your security needs.

Sincerely,

Michelle E. Ridge

Michelle E. Ridge
Customer Service Supervisor

10500 N.W. 7TH AVENUE
MIAMI, FL 33150
State License No. E.F.0000799
(305) 758-8765 (800) 432-2177

CITY OF FT. LAUDERDALE

CURRENT SERVICES AS OF 10/94

ACCT NO.	CS NO.	SYSTEM LOCATION	SERVICES	MTHLY FEE
123-25496	53-013	WAR MEMORIAL AUDITORIUM TCKT OFC 800 NE 8 STREET	B, SVC, A	$45.00
123-25497	53-219 16-293	YANKEE STADIUM LOCKER ROOM 5301 NW 12 AVENUE	B, SVC, S, W	$75.00
123-25498	VARIOUS 74-74003 74-74004 CORBY10 22-090	CITY HALL 100 N. ANDREWS AVENUE --PERIMETER SYSTEM --CLERK'S OFFICE --CARD ACCESS SYTEM --TREASURY DEPT (TEMP)	B, SVC, S/A	$300.00
123-25501	23-020	BIRCH/LAS OLAS PARKING LOT 200 E LAS OLAS	B, SVC, S	$45.00
123-25504	53-024	RECORDS STORAGE CENTER 401 SE 21 STREET	B, A	$50.00
123-25505	53-016	RECREATION ADMINISTRATIVE BLDG 301 N. ANDREWS AVE	B, SVC, A	$55.00
123-25506	53-887	SWIMMING HALL OF FAME 501 SEABREEZE BLVD	B, SVC, A	$78.00
123-25507	53-007	HOLIDAY PARK TENNIS COURTS 701 NE 12 AVENUE	B, SVC, A	$45.00
123-25508	53-199	CENTRAL STORES WAREHOUSE 1301 SW 2 COURT	B, S	$45.00
123-25512	53-009	HOLIDAY PARK ACTIVITIES CENTER 730 N. FEDERAL HWY	B, SVC, S	$45.00
123-25513	53-010	LAUDERDALE MANORS RECREATION CNTR 1340 CHATEAU DR	B, A	$45.00
123-25514	53-011 16-058	SNYDER PARK ADMINISTRATIVE OFC 3299 SW 4 COURT	B, SVC, S, W	$45.00
123-25515	82-028	YANKEE STADIUM BOX OFFICE 5301 NW 12 AVENUE	B, SVC	$35.00
123-25519	74-X1039	CITY HALL COMPUTER ROOM 100 N. ANDREWS AVENUE	B, SVC, S	$63.00
123-25520	82-300 16-003	EVIDENCE STORAGE/WATER TREATMENT 3801 BAYVIEW DR	B, SVC	$55.00
123-26244	74-CV117	MILLS POND PARK 2201 NW 9TH AVENUE	B, SVC, W	$50.00
123-30496	17-064	WARFIELD PARK 1000 N. ANDREWS AVE	B	$25.00
123-36929	53-018	SWIMMING HALL OF FAME/GIFT SHOP 501 SEABREEZE BLVD	B	$20.00
123-37052	53-015	BASS PARK RECREATION CENTER 2750 NW 19 STREET	B	$20.00
123-37053	23-093	GEORGE ENGLISH PARK 1101 BAYVIEW DRIVE	B	$20.00
123-39049	74-12322	ANDOVER ENTERPRISES 101 N. ANDREWS AVENUE	B, SVC, A	$80.00
			TOTAL MF	$1,241.00
				ANNUALIZED $14,892.00

B=BASIC MONITORING
S=SUPERVISED OPENINGS/CLOSINGS
A=AUTOLOG OPENINGS/CLOSINGS
SVC=EXTENDED SERVICE
W=WATCH ALERT

PURCHASING CONSENT AGENDA

Agenda Date: 10/18/94 **Purchasing Ref. No:** BP-00080

Transaction Type: Contract

ITEM/SERVICE	RECOMMENDED AWARD:	AMOUNT
One year contract extension for security monitoring services (10th extension)	Consolidated Southern Security Miami, FL	$14,892.00

Dept./Div.: Various

Bids Solicited/Received: N/A **No Bids:** N/A **MBE:** N/A **WBE:** N/A

Exhibits: Memorandum No. 94-1365 from City Manager

Remarks: Contract provides for extensions if both parties approve, all terms, conditions and specifications remain the same and the extension is approved by City Commission.

Recomm: Approve contract extension.

****

Comments: At its meeting of October 5, 1982, the City Commission approved a contract with Southern Consolidated Security, Inc. for security services. A list of the locations is provided as page 2 of this agenda item. The contract provides for indefinite extensions. This is a request for Commission approval of the 10th extension. There is no increase in price over last year's contract.

MJC

Purchasing Manager

PUR — 10

FORM G-111 Rev. 12/90

CITY OF FT. LAUDERDALE

CURRENT SERVICES AS OF 10/94

ACCT NO.	CS NO.	SYSTEM LOCATION	SERVICES	MTHLY FEE
123-25496	53-013	WAR MEMORIAL AUDITORIUM TCKT OFC 800 NE 8 STREET	B, SVC, A	$45.00
123-25497	53-219 16-293	YANKEE STADIUM LOCKER ROOM 5301 NW 12 AVENUE	B, SVC, S, W	$75.00
123-25498	VARIOUS 74-74003 74-74004 CORBY10 22-090	CITY HALL 100 N. ANDREWS AVENUE --PERIMETER SYSTEM --CLERK'S OFFICE --CARD ACCESS SYTEM --TREASURY DEPT (TEMP)	B, SVC, S/A	$300.00
123-25501	23-020	BIRCH/LAS OLAS PARKING LOT 200 E LAS OLAS	B, SVC, S	$45.00
123-25504	53-024	RECORDS STORAGE CENTER 401 SE 21 STREET	B, A	$50.00
123-25505	53-016	RECREATION ADMINISTRATIVE BLDG 301 N. ANDREWS AVE	B, SVC, A	$55.00
123-25506	53-887	SWIMMING HALL OF FAME 501 SEABREEZE BLVD	B, SVC, A	$78.00
123-25507	53-007	HOLIDAY PARK TENNIS COURTS 701 NE 12 AVENUE	B, SVC, A	$45.00
123-25508	53-199	CENTRAL STORES WAREHOUSE 1301 SW 2 COURT	B, S	$45.00
123-25512	53-009	HOLIDAY PARK ACTIVITIES CENTER 730 N. FEDERAL HWY	B, SVC, S	$45.00
123-25513	53-010	LAUDERDALE MANORS RECREATION CNTR 1340 CHATEAU DR	B, A	$45.00
123-25514	53-011 16-058	SNYDER PARK ADMINISTRATIVE OFC 3299 SW 4 COURT	B, SVC, S, W	$45.00
123-25515	82-028	YANKEE STADIUM BOX OFFICE 5301 NW 12 AVENUE	B, SVC	$35.00
123-25519	74-X1039	CITY HALL COMPUTER ROOM 100 N. ANDREWS AVENUE	B, SVC, S	$63.00
123-25520	82-300 16-003	EVIDENCE STORAGE/WATER TREATMENT 3801 BAYVIEW DR	B, SVC	$55.00
123-26244	74-CV117	MILLS POND PARK 2201 NW 9TH AVENUE	B, SVC, W	$50.00
123-30496	17-064	WARFIELD PARK 1000 N. ANDREWS AVE	B	$25.00
123-36929	53-018	SWIMMING HALL OF FAME/GIFT SHOP 501 SEABREEZE BLVD	B	$20.00
123-37052	53-015	BASS PARK RECREATION CENTER 2750 NW 19 STREET	B	$20.00
123-37053	23-093	GEORGE ENGLISH PARK 1101 BAYVIEW DRIVE	B	$20.00
123-39049	74-12322	ANDOVER ENTERPRISES 101 N. ANDREWS AVENUE	B, SVC, A	$80.00
			TOTAL MF	$1,241.00
				ANNUALIZED $14,892.00

B=BASIC MONITORING
S=SUPERVISED OPENINGS/CLOSINGS
A=AUTOLOG OPENINGS/CLOSINGS
SVC=EXTENDED SERVICE
W=WATCH ALERT

MEMORANDUM NO. 94-1365

DATE: October 13, 1994

TO: Mayor Jim Naugle
Vice Mayor John E. Aurelius
Commissioner Cary Keno
Commissioner Carlton B. Moore
Commissioner Jack Latona

FROM: George L. Hanbury, City Manager

VIA: Bruce A. Larkin, Director of Administrative Services

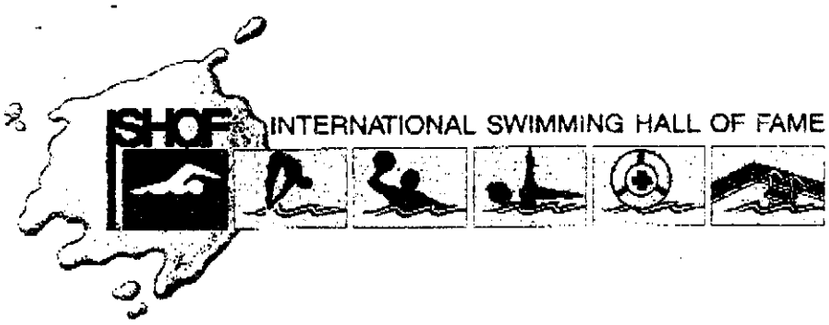
BY: E. R. Roon, Purchasing Manager

SUBJECT: October 18, 1994 Agenda - Monitoring of Security Systems

This is a request for a one year extension of the contract with Consolidated Southern Security, Inc. for monitoring security systems in place in 24 locations throughout the City.

Installation of security systems is done through competitive bid. In most cases, the company that installs the system is retained to monitor their system. Consolidated Southern has been monitoring security systems within the City since 1982. They have agreed to extend the contract with no increase in cost over last year.

We recommend City Commission approval for the award of a one year extension of the contract with Consolidated Southern Security, Inc., in the amount of $14,892.



DATE: April 27, 1992

TO: Service Manager
Consolidated Southern Security

SJF FROM: Samuel James Freas, President
International Swimming Hall of Fame

Re: Alarm System / Letter of Understanding

Gentlemen:

To achieve a better understanding of existing situations, please respond to the following:

1. I believe we have a problem with the alarm system itself, in that the museum alarm went off several times on Saturday, April 25, 1992. ISHOF was open for business and when the alarm went off, it was flashing #6 (library). The museum alarm had been deactivated in the morning when the first person arrived. I don't know how this can happen?

2. Why are staff being called at 2:00 a.m. if an alarm goes off during the day or early evening?

3. Why do several staff receive calls at the same time? What is the purpose of this?

4. If the alarm is going off in the museum, why does the gift shop get called? These are two (2) different buildings with two (2) different phone numbers.

5. Saturday, April 25, when the museum alarm went off at 4:00 p.m., museum personnel were not called. The gift shop was called. Also, Laurie Marchwinski was called at home.

6. According to the last memorandum we sent to you on March 4, 1992, we requested that when an alarm goes off to please call the corresponding building first before calling other staff or police.

7. If the alarm is going off in the museum or auditorium, call 462-6536. If the gift shop alarm is going off, please call 462-7946.

CONTRACT COPY

8. The following are changes to the current list you have that was faxed to you on February 13, 1992:

Add to authorized personnel: Lisa Gaines
Alexandra Rampy
Jessica Haller
Richard Grecco
Lydia Hutchinson
Elizabeth Prosje

Remove from "TO CALL" List: Meg Keller (she is still staff member, but has requested her name be removed)

Thank you for attending to this matter and for any suggestions you have that may rectify these problems.

Looking forward to your response.

cc: Stu Marvin, ISHOF Pool Manager

Jack Mathison, Superintendent of Special Facilities
City of Fort Lauderdale

Jeff Betman, Purchasing Division
City of Fort Lauderdale

CITY OF
FORT LAUDERDALE
FLORIDA

P. O. DRAWER 14250 · 33302
(305)761-5140

PURCHASING DIVISION
FAX TRANSMITTAL
FAX NUMBER (305)761-5576

Date: 3/1/92

Time: 1430

To: [illegible]
Parks & Rec

Fax number 5650

Sender: [illegible]
[illegible]

Comments: As Discussed, Following Is An Acknowledgement For Security Contractor Confirming Revised Monitoring Services As Requested By User Facility. A Copy Will Be Fax'ed To Sam Freas.

Number of pages transmitted (including this page): 3

faxtransmit/cl

* Sam Freas
Fax 525-4031 *

CONTRACT COPY

CONSOLIDATED SOUTHERN SECURITY, INC.
SYSTEM CONSULTANTS • DESIGNERS • INSTALLERS

March 10, 1992

Mr. Bettman
Swimming Hall of Fame
One Hall of Fame Drive
Fort Lauderdale, Florida 33316
FAX- 761-5576

RE: Elimination of openings and closings

Dear Mr. Bettman,

We received a request from Ms. Barbara Ryan on March 4th to eliminate openings and closings over the telephone. We explained that the matter had to be requested in writing, and shortly thereafter received this fax from Samuel James Freas.

The only signals we will call emergency contacts on will be alarm violations: burglary, hold-up, fire, and low battery. We will not monitor openings and closings as per the request of the President, Mr. Freas.

If I can assist you further, please call me at (800) 432-2177.

Sincerely, Mike Paraiso

Consolidated Southern Security

Mike Paraiso
Service Manager
/ks
enclosure: transmittal of FAX dated 3/4/92

10500 N.W. 7TH AVENUE
MIAMI, FLORIDA 33150
(305) 758-8765 (800) 432-2177

PARKS AND RECREATION DEPARTMENT

MEMORANDUM NO.: 92-14(SF)

DATE: March 09, 1992

TO: Jeff Betman, Buyer

FROM: Jack Mathison, Superintendent Special Facilities

SUBJECT: Consolidated Southern Security

Please see the attached from the International Swimming Hall of Fame, Inc. regarding security service or lack thereof. We have had repeated problems with this vendor and these memos reflect only a small portion of the communications with this company.

It is my understanding that the Park Rangers and others dealing with this company have had repeated service problems. I would recommend that, unless this service improves drastically in the near future, this company not be awarded any further security system work with our operations.

Should you need to discuss this further, please contact me or Stu Marvin at the pool.

Encls.

cc: Steve Sampier, Superintendent of Administration
Stu Marvin, Aquatic Complex Manager
Barbara Ryan, Executive Secretary ISHOF, Inc.
Consolidated Southern Security

92-14(SF)

3/11/92 - Mike / Paraiso
Service Manager

FACSIMLE TRANSMITTAL

SHOF

INTERNATIONAL SWIMMING HALL OF FAME

One Hall Of Fame Drive
Fort Lauderdale, Florida 33316
(305) 462-6536
FAX # (305) 525-4031

Date: 3/4/92

TO: JACK MATHISON

FROM: Barbara Ryan

Company:

Company:

Fax Telephone:
761 5650

Total Number Of Pages (Including Transmittal Page): 4

Special Instructions:

If Transmitting Is Incomplete, Please Call Sending Party
At (305) 462-6536
9:00 A.M. To 5:30 P.M. Eastern Standard Time

ISHOF INTERNATIONAL SWIMMING HALL OF FAME

ATTN: Central Station - JoAnne

LIST OF NAMES FOR SECURITY

February 13, 1992

Central Station Account #: 53-887

ISHOF STAFF

Buck Dawson
Scott Donie
Bob Duenkel
Sam Freas
Rosemary Freas
Laura Hatfield
Susan Gail
Patrick Jeffery
Glenn Kaye
Meg Keller
Karen LaFace
Eileen Malone
Laurie Marchwinski
Michele Rocha
Jose' Rocha
Barbara Ryan
Nola Solick
Marion Washburn
Coleen Wilson
Wom Woyte

DIVING OFFICE

Ron O'Brien
Mary Jane O'Brien
Tim O'Brien
Janet Gabriel

WATER POLO OFFICE

Bruce Wigo

JANITOR

Melvin Barnes

NAMES OF EMPLOYEES TO CALL WHEN ALARM GOES OFF

Sam Freas 779-7110
Robert Duenkel 566-8235
Meg Keller 565-1519
Michele Rocha 467-3039
Laurie Marchwinski 565-2023

Note: We will not have a check out/or in time for alarm.

Auditorium- Will not be activated all the time (we rent this room out especially on week-ends.

Marion Washburn

MARION WASHBURN, trouble shooter
772-3408

Fort Lauderdale, Flo... 316 • (305) 462-6536 FAX (305) 525-...

DATE: March 4, 1992

TO: Service Manager
Consolidated Southern Security

VIA FAX: 759-6442

FROM: Samuel James Freas, President
International Swimming Hall of Fame, Inc. SJF

RE: Alarm System / Communication

Please be advised this is a second written request to correct an ongoing problem.

(1) On February 13, 1992, we notified Consolidated Southern Security, via fax, that we no longer wish to have a check-in or check-out time in the alarm system.

(2) The purpose of this was to relieve our staff from phone calls at 2:30 a.m. from the alarm company.

(3) Due to the nature of the auditorium rental and the hours of the office personnel, we felt this would solve the problem.

(4) As of this notification, we do not have alarm service. Consolidated was notified March 2, 1992, that we were unable to set alarms. Torry said someone would be out the following day. We are still waiting.

(5) We tried to short the circuit as per instructions from Mike on Monday - no luck.

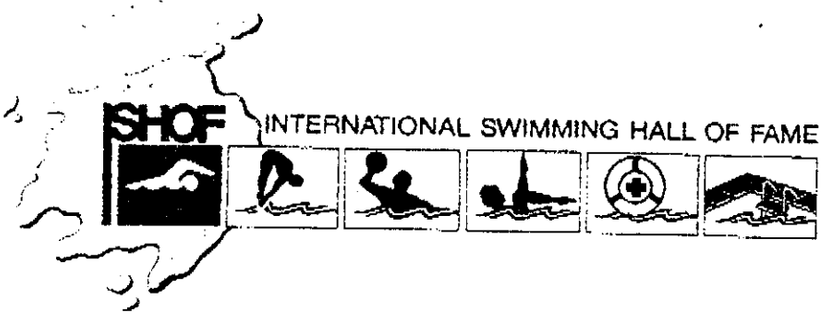
(6) <u>DO NOT CALL</u> ISHOF staff unless alarm is going off, and you have first called ISHOF.

(7) <u>DO NOT CALL</u> if alarm has not been set.

I trust this will take care of the problem, and I thank you for your cooperation.

cc: Jack Mathison, Superintendent of Special Facilities
City of Fort Lauderdale

One Hall of Fame Drive • Fort Lauderdale, Flo[illegible]3316 • (305) 462-6536 FAX (305) 525-4021



DATE: March 4, 1992

TO: Jack Mathison, Superintendent of Special Facilities

FROM: Barbara Ryan

RE: Consolidated Southern Security

Dear Jack,

This is to notify you of the problems we are having with the alarm company.

As I outlined in the fax to Consolidated Southern Security, which I have copied to you, we have made several requests via phone and one via fax to request that they stop calling our staff in the middle of the night to tell us the alarm isn't set.

We have told them to remove the hours from our system, due to the nature of the auditorium rental and the office hours of everyone who has space here. This has been ignored.

As of this correspondence, our alarm is not working. We notified the company on March 2, 1992. They said they would circulate a notice (however they do it) that our alarm was not working and not to call any staff. The staff got a call. To be awakened on a nightly basis in the wee hours of the morning unnecessarily is ridiculous.

Not only that, Jack, some of their employees express the attitude that we are nothing more than "their red-headed stepchild." How do you get through to these people?

Have a great day!!

One Hall of Fame Drive • Fort Lauderdale, Florida 33316 • (305) 462-6536 FAX (305) [illegible]

CITY OF FORT LAUDERDALE
FORT LAUDERDALE, FLORIDA

PURCHASE REQUISITION

REQUISITION NO. R 06438
DEPT. REQ. NO.

12/17 Date Rec'd JB

PURCHASING COPY
SUGGESTED SOURCES OF SUPPLY
(COMPLETION OPTIONAL)

PURCHASING USE ONLY ITEM NO.'S

FUND NO. 01 DEPT. NO. 43 DIV. NO. 04 REGULAR ORDER XX
DEPT./DIV. Parks & Rec./HOF POol *EMERGENCY ORDER ☐
DEPT. RETURNED VENDOR COPY

PERSON INITIATING: Stu Marvin | INITIAL: dmr | DATE: 12/10/91 | TELEPHONE NO.: 523-0994 | CONTRACT NO.

EXP. DATE

Consolidated Southern Security, Inc.
10500 N.W. 7th Avenue
Miami, FL 33150

The articles or services requested are necessary to properly conduct the activities of this agency and have been provided for in the CAPITAL OUTLAY/CONTROL NO. AMT.

GRANT

DEPARTMENT HEAD OR AUTHORIZED AGENT — DATE 12·11·91

TO BE USED FOR: Security System Upgrade

SPECIAL INSTRUCTIONS:

DELIVERY: ASAP (Purchasing use)

DELIVERY TO: Hall of Fame Pool
501 Seabreeae Blvd
Fort Lauderdale, FL 33316

PRICES BELOW ARE: F.O.B.
PER ESTIMATE: POST P.O. No.
QUOTE BY: WRITTEN
PHONE

ATTACHMENT(S)

ACCOUNTING DETAIL
USE SEPARATE ORDER FOR EACH DEPARTMENT AND FUND

ITEM NO.	ORDER QTY	ORDER UNIT	DESCRIPTION & SPECIFICATIONS	UNIT PRICE	EXTENDED AMOUNT	PSEUDO	PSEUDO AMOUNT	(S) SUBSIDIA ALLOCATIO (P) PROJECT
			Upgrading of present security system. Replace present Control Panel with a 16 zone Control Panel. Installation		2,328.00			
	9	mos	Monitoring 1/92 - 9/30/92	78.00	702.00	870030	3,030.00	F-6000

Who will monit?

If RUSH, indicate nature of emergency. (Attach sheet if necessary).

TOTAL 3,030.00 XX ACTUAL ☐ APPROX. TERMS:

PURCHASING USE ONLY

BID NO.
PO.
BUYER

PURCHASE ORDER NO. | DATE | PURCHASE ORDER DATE | BY

FINANCE: YES NO | RETURN | INITIAL | DATE

CONTRACT COPY

DATE: December 9, 1991

TO: Jeff Betman / Buyer - Purchasing

FROM: Stu Marvin / Aquatic Complex Manager

SUBJECT: Security System Upgrade - Swimming Hall of Fame Museum

As part of the agreement between the City of Fort Lauderdale and the International Swimming Hall of Fame, Inc., we are to provide and maintain security systems in both museum buildings.

Attached is a quote on the cost of expanding the existing system on the old exhibition building. This building is currently being renovated and is in need of a larger system to provide the necessary security. The price of $2,328 covers the cost of materials and installation. The $78.00 monthly fee represents the total cost for monitoring the resulting upgraded system, an increase of $33.00 over the current rate.

Please begin the necessary paperwork to have Consolidated effect the installation.

cc. Jack Mathison / Special Facilities Superintendent
Dr. Sam Freas / ISHOF

CONSOLIDATED SOUTHERN SECURITY, INC.
SYSTEM CONSULTANTS • DESIGNERS • INSTALLERS

December 4, 1991

Swimming Hall of Fame
501 Seabreeze Blvd.
Ft. Lauderdale, FL.

Attention: Bob Dunkell

Dear Mr. Dunkell:

Thank you for allowing Consolidated Southern Security, Inc. the opportunity to expand your Security System. This expansion will include:

Replace your present Control Panel with a 16 zone Control Panel. This larger panel is needed for your expanded system.

Eight	(8)	Front Doors Contacted
Six	(6)	Intelligense Glass Breakers (dual detection)
Three	(3)	Side Door Contacted
One	(1)	Office Door Contacted
One	(1)	Rear Door Contacted
One	(1)	360' Dualtech Motion Sensor
One	(1)	Power Supply (additional power)

Total cost of Installation is $2,328.00, and $78.00 per month.
Services included are:
1. Openings & Closings
2. 24 Hour Monitoring
3. Watchalert
4. [illegible] Contract

Should you have any questions do not hesitate to contact me.

Sincerely,

CONSOLIDATED SOUTHERN SECURITY, INC.

Milton Gitter
Security Consultant

MG/as

VIA FAX 1-525-4031

10500 N.W. 7TH AVENUE
MIAMI, FLORIDA 33150
(305) 758-9705 (800) 432-3155

CONSOLIDATED SOUTHERN SECURITY INC.

CLIENT CONTRACT NO. C 100902

COMMERCIAL CUSTOMER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 1992 by and between ☐ Professional Alarm Services, Inc., Jacksonville, ☐ Professional Alarm Services, Inc., Pensacola, ☐ Sentry Alarm Systems, ☐ Sonitrol Southeast, Inc., ☐ Sonitrol of Polk Country, Inc., ☐ Sonitrol of Ft. Myers, Inc., ☑ Consolidated Southern Security, Inc. ("COMPANY") and

Swimming Hall of Fame ("CLIENT") PHONE _____

INSTALL AT 501 Seabreeze BLVD. Fort Lauderdale FL.
Address City State Zip

BILL ABOVE ☐ BILL TO OTHER _____
Address City State Zip

☑ COMPANY OWNED EQUIPMENT ☐ CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth, COMPANY agrees to sell and install the equipment as listed in the SCHEDULE OF PROTECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- ☑ BASIC MONITORING
- ☑ OPENINGS & CLOSINGS
- ☐ MANAGEMENT REPORT
  - ☐ WEEKLY
  - ☐ BI-MONTHLY
  - ☐ MONTHLY
- ☐ FIRE/SPRINKLER INSPECTION INSPECTIONS PER ANNUM _____
- ☐ INTERIOR KEY SERVICE
- ☑ EXTENDED SERVICE PROGRAM
- ☑ OTHER (SPECIFY) WATCH ALERT
- ☐ FIRE PROTECTION MONITORING
- ☐ HOLD UP MONITORING

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

INSTALLATION

TOTAL COST $ 2328.00
LESS: DEPOSIT $ ( )
BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM $ _____

PERMIT FEE WILL BE PAID FOR BY CUSTOMER

BATTERY & SCREENS NOT INCLUDED

MONITORING/SERVICES (Per Month) $78.00 IN ADVANCE: ☐ ANNUAL ☐ SEMI-ANNUAL ☑ QUARTERLY ☐ MONTHLY

~~*Plus applicable Federal, State, and Local Sales and/or Use taxes~~

TELEPHONE COMPANY CHARGES INCLUDED _____ YES ✓ NO

~~THIS AGREEMENT IS FOR A TERM OF FIVE YEARS~~

Where COMPANY has not installed equipment, sections 1, 12, and 13 below are deleted.

~~THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THIS AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED~~

~~COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPHS 12 AND 17 BELOW.~~

~~CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.~~

~~SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.~~

WARRANTY: Price includes one (1) year material and labor maintenance warranty from date of acceptance. Additional maintenance warranty available at 1% of installation costs monthly

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY

BY: _____
Sales Representative

DATE: _____

APPROVED: _____

DATE: _____

CLIENT

BY: _____

DATE: _____

FORM 174-104 11/-92

TERMS AND CONDITIONS

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** [illegible] hereof, this Agreement (and [illegible] the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY.

5. **ADDITIONAL CHARGES.** Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility.
CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period in the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

6. **COMPANY SERVICES.** COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (for fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

7. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

8. **ALARM DEVICES.** If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

9. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

10. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

11. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

12. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system must be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays.
B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times.
C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any device or devices of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

13. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip.

14. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

15. **DISCONNECTION OF CONNECTIONS.** This Agreement [illegible] at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.
C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.
D. Except as set forth in paragraph [illegible], COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended; that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS THE AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.
E. Extended Service Program Agreement - CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays.
2. Repair or replacement of defective or inoperative equipment.
3. All other terms of section 17 remain in effect.

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTIBILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES.** A. It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; 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 CLIENT'S property or the property of others located on CLIENT'S premises.
B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged, the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.
C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional limited liability and the additional annual charge therefore, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the 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, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. **BIND AND INURE.**
A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefore.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement, warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party and that this Agreement may not be altered, modified, amended or changed in any way except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.

CLIENT CONTRACT NO. C352570

COMMERCIAL CUSTOMER AGREEMENT

THIS AGREEMENT is made this 15 day of May, 19 91 by and between ☐ Professional Alarm Services, Inc., Jacksonville, ☐ Professional Alarm Services, Inc., Pensacola, ☐ Sentry Alarm Systems, ☐ Sonitrol Southeast, Inc., ☐ Sonitrol of Polk Country, Inc., ☐ Sonitrol of Ft. Myers, Inc., ☒ Consolidated Southern Security, Inc. ("COMPANY") and

Baas Pool (City of Ft Lauderdale) ("CLIENT") PHONE _____

INSTALL AT 2750 N.W. 19 Street (Address) Ft. Lauderdale, FL. (City, State, Zip)

BILL ABOVE ☒ BILL TO OTHER _____ (Address, City, State, Zip)

☒ COMPANY OWNED EQUIPMENT ☐ CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth, COMPANY agrees to sell and install the equipment as listed in the SCHEDULE OF PROTECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- ☒ BASIC MONITORING
- ☐ OPENINGS & CLOSINGS
- ☐ MANAGEMENT REPORT
  - ☐ WEEKLY
  - ☐ BI-MONTHLY
  - ☐ MONTHLY
- ☐ FIRE/SPRINKLER INSPECTION INSPECTIONS PER ANNUM _____
- ☐ INTERIOR KEY SERVICE
- ☐ EXTENDED SERVICE PROGRAM
- ☐ OTHER (SPECIFY) _____
- ☐ FIRE PROTECTION MONITORING
- ☐ HOLD UP MONITORING

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

INSTALLATION

System has one yr. warranty, s
service contract availible after
one year $15.00/mo. Service rate
to remain unchanged for term of
monitor agreement! Per City of Ft Lauderdale
Contract #366.01/thru 06aall terms, conditions, and
specifications included by reference (original bid #3883)

TOTAL COST	$ 1,923.00
LESS: DEPOSIT	$ (961.50)
BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM	$ 961.50

MONITORING/SERVICES (Per Month) $ 20.00 IN ADVANCE: ☐ANNUAL ☐SEMI-ANNUAL ☒QUARTERLY ☐MONTHLY

~~*Plus applicable Federal, State, and Local Sales and/or Use taxes~~

TELEPHONE COMPANY CHARGES INCLUDED _____ YES XX NO

~~THIS AGREEMENT IS FOR A TERM OF FIVE YEARS~~

Where COMPANY has not installed equipment, sections 1, 12, and 13 below are deleted.

~~THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THIS AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED~~

~~COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPHS 12 AND 17 BELOW.~~

~~CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.~~

~~SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE~~

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY	CLIENT
BY: Phil Lark Sales Representative	BY:
DATE: 5/15/91	DATE:
APPROVED:	
DATE:	

CONTRACT COPY

FORM 114 1M 11/ 87

TERMS AND CONDITIONS

1. THE SYSTEM. COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. TERM AND RENEWAL. After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. FEE INCREASE. COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. TERMINATION. COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY.

5. ADDITIONAL CHARGES. Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility.
CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY, if any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

6. COMPANY SERVICES. COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (or fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

7. CLIENT RESPONSIBILITIES. CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

8. ALARM DEVICES. If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

9. AUTHORIZED PERSONNEL. Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

10. SYSTEM INTERRUPTION. CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

11. CLIENT NOTIFICATION. Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

12. INSTALLATION. A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system must be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock, P.M., exclusive of Saturdays, Sundays and holidays.
B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times.
C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any device or devices of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

13. REMOVAL OR ABANDONMENT OF SYSTEM. Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip.

14. DAMAGE OR DESTRUCTION. This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

15. TERMINATION OF CONNECTIONS. This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. ACTS OF GOD. COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. LIMITED WARRANTY A. COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.
C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.
D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended; that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS THE AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.
E. Extended Service Program Agreement - CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays.
2. Repair or replacement of defective or inoperative equipment.
3. All other terms of section 17 remain in effect.

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTIBILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. LIQUIDATED DAMAGES. A. It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; 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 CLIENT'S property or the property of others located on CLIENT'S premises.
B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority, the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.
C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence, active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional limited liability and the additional annual charge therefore, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. THIRD PARTY INDEMNIFICATION. When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the 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, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. COMMENCEMENT OF ACTION. All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE.
A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. WAIVER OF SUBROGATION. In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefore.

23. SEVERABILITY. In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.

CONTRACT NO. _____

SCHEDULE OF PROTECTION

QTY.	PART NO.	DESCRIPTION
		One Digital Keypad
		Stand by Battery
		Automatic Bell Timer
		Two entry/exit contacts
		Four window contacts (front windows)
		Two west door contacts
		One glass break detector (front lobby)
		Three west window contacts (middle of bldg.)
		Two west window contacts (rear)
		Six french door contacts (rear)
		Eight east rear window contacts-
		One exterior siren & box
		One motion detector (rear room)
		One RJ31X telco jack
		One telco line run
		One telco connection cord
		One FBI 4600 Control

(Extension of existing account on same address)
Monthly monitoring is $20.00 per month

Total parts & labor is $1,923.00

System has one full year warranty parts & labor.

COMPANY

BY: _____
Sales Representative

DATE: 5/15/01

APPROVED: _____

DATE: _____

This agreement shall not be binding on Company unless approved in writing by an authorized representative of Company. In the event of non-approval, the sole liability of Company shall be to refund to subscriber the amount that has been paid to Company by subscriber upon signing of this agreement.

CLIENT

BY: _____

DATE: _____

Client acknowledges a copy of this schedule of protection.

CLIENT CONTRACT NO. C352564

COMMERCIAL CUSTOMER AGREEMENT

THIS AGREEMENT is made this 17 day of April, 19 91 by and between ☐ Professional Alarm Services, Inc., Jacksonville, ☐ Professional Alarm Services, Inc., Pensacola, ☐ Sentry Alarm Systems, ☐ Sonitrol Southeast, Inc., ☐ Sonitrol of Polk Country, Inc., ☐ Sonitrol of Ft. Myers, Inc., ☒ Consolidated Southern Security, Inc. ("COMPANY") and

(George English Park) City of Ft. Laud. ("CLIENT") PHONE 566-0664

INSTALL AT 1101 Bayview (Address) Fort Lauderdale (City) Fla. (State) 33304 (Zip)

BILL ABOVE ☐ BILL TO OTHER City of Fort Luderdale Finc. Dept. PO Box Drawer 14250 (Address) Ft. Laud. (City) Fla (State) 33302 (Zip)

☒ COMPANY OWNED EQUIPMENT ☐ CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth, COMPANY agrees to sell and install the equipment as listed in the SCHEDULE OF PROTECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- ☒ BASIC MONITORING
- ☐ OPENINGS & CLOSINGS
- ☐ MANAGEMENT REPORT
  - ☐ WEEKLY
  - ☐ BI-MONTHLY
  - ☐ MONTHLY
- ☐ FIRE/SPRINKLER INSPECTION INSPECTIONS PER ANNUM
- ☐ INTERIOR KEY SERVICE
- ☐ EXTENDED SERVICE PROGRAM
- ☐ OTHER (SPECIFY)
- ☐ FIRE PROTECTION MONITORING
- ☐ HOLD UP MONITORING

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

INSTALLATION

SYSTEM HAS ONE YEAR WARRANTY
SERVICE CONTRACT AVAILABLE AFTER
ONE YEAR FOR 15.00 per mo.
Service rate to remain unchanged for
term of monitor agreement.

TOTAL COST	$ 851.40 *
LESS: DEPOSIT	$ (-)
BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM	$ 851.40 *

MONITORING/SERVICES (Per Month) $ 20.00 IN ADVANCE: ☐ ANNUAL ☐ SEMI-ANNUAL ☒ QUARTERLY ☐ MONTHLY

*Plus applicable Federal, State, and Local Sales and/or Use taxes

TELEPHONE COMPANY CHARGES INCLUDED ____ YES ___x___ NO

~~THIS AGREEMENT IS FOR A TERM OF FIVE YEARS.~~

Where COMPANY has not installed equipment, sections 1, 12, and 13 below are deleted.

~~THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THIS AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED~~

~~COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPHS 12 AND 17 BELOW.~~

~~CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.~~

~~SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.~~

Per City of Ft. Luderdale Contract #366.01/thru 06,et al.,all terms,conditions and specifications included by reference. (Original bid #bid #3883).

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY	CLIENT
BY: [signature] Sales Representative	BY:
DATE: 5/2/91	DATE:
APPROVED:	
DATE:	

CONTRACT COPY

FORM 114 IN 11/ 87

TERMS AND CONDITIONS

1. THE SYSTEM. COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. [illegible] AND RENEWAL. After the inital term stated on the face hereof, this Agreement (except for [illegible] where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. FEE INCREASE. COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT for the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. TERMINATION. COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorney's fees incurred by the COMPANY.

5. ADDITIONAL CHARGES. Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility.
CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged or at such rate as may be permitted by law.

6. COMPANY SERVICES. COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (or fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

7. CLIENT RESPONSIBILITIES. CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

8. ALARM DEVICES. If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

9. AUTHORIZED PERSONNEL. Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

10. SYSTEM INTERRUPTION. CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

11. CLIENT NOTIFICATION. Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

12. INSTALLATION. A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system must be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S cost expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock, P.M., exclusive of Saturdays, Sundays and holidays.
B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repair rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays. Emergency labor fees will be charged for other times.
C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any device or devices of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

13. REMOVAL OR ABANDONMENT OF SYSTEM. Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip.

14. DAMAGE OR DESTRUCTION. This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

15. TERMINATION OF CONNECTIONS. This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY [illegible] obtain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. ACTS OF GOD. COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. LIMITED WARRANTY A. COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.
C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.
D. Except as set forth in paragraph A. COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS THE AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.
E. Extended Service Program Agreement - CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays.
2. Repair or replacement of defective or inoperative equipment.
3. All other terms of section 17 remain in effect.

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTIBILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. LIQUIDATED DAMAGES. A. It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; 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 CLIENT'S property or the property of others located on CLIENT'S premises.
B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged, the uncertainty of the response time of the police or other authority, the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.
C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence, active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional limited liability and the additional annual charge therefore, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. THIRD PARTY INDEMNIFICATION. When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the 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, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. COMMENCEMENT OF ACTION. All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE.
A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and binds CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. WAIVER OF SUBROGATION. In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefore.

23. SEVERABILITY. In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.

CONTRACT NO. _____

SCHEDULE OF PROTECTION

QTY.	PART NO.	DESCRIPTION
ONE		(SIX) ZONE CONTROL
ONE		STAND BY BATTERY
ONE		BELL TIMER
ONE		DIGITAL KEY PAD
ONE		GLASS BREAK DETECTOR (FRONT WINDOW AREA)
TWO		MOTION DETECTORS
		OFFICE HALLWAY
		REAR LARGE ROOM
THREEE		PERSONNEL DOOR CONTACTS
ONE		~~[illegible]~~ EXTERIOR SIREN
1		RJ31X - JACK.

TOTAL INSTALLED 851.40

MONITORING 20.00 per mo.

COMPANY

BY: _____
Sales Representative

DATE: 4/11/91

APPROVED: _____

DATE: _____

This agreement shall not be binding on Company unless approved in writing by an authorized representative of Company. In the event of non-approval, the sole liability of Company shall be to refund to subscriber the amount that has been paid to Company by subscriber upon signing of this agreement.

CLIENT

BY: Carl P. Sullivan

DATE: _____

Client acknowledges a copy of this schedule of protection.

CONSOLIDATED SOUTHERN SECURITY, INC.

CLIENT CONTRACT NO. C352563

PURCHASING DIVISION

COMMERCIAL CUSTOMER AGREEMENT

1991 MAY -3 AM 9:55

THIS AGREEMENT is made this 11 day of APRIL, 19 91 by and between ☐ Professional Alarm Services, Inc., Jacksonville, ☐ Professional Alarm Services, Inc., Pensacola, ☐ Sentry Alarm Systems, ☐ Sonitrol Southeast, Inc., ☐ Sonitrol of Polk Country, Inc., ☐ Sonitrol of Ft. Myers, Inc., ☒ Consolidated Southern Security, Inc. ("COMPANY") and

CITY OF FORT LAUDERDALE (HALL OF FAME POOL ("CLIENT") PHONE

INSTALL AT 501 SEA BREEZE (Address) FORT LAUDERDALE (City) FLA (State) (Zip)

BILL ABOVE ☐ BILL TO OTHER (Address) (City) (State) (Zip)

☒ COMPANY OWNED EQUIPMENT ☐ CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth, COMPANY agrees to sell and install the equipment as listed in the SCHEDULE OF PROTECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- ☒ BASIC MONITORING
- ☐ OPENINGS & CLOSINGS
- ☐ MANAGEMENT REPORT
  - ☐ WEEKLY
  - ☐ BI-MONTHLY
  - ☐ MONTHLY
- ☐ FIRE/SPRINKLER INSPECTION
  INSPECTIONS PER ANNUM
- ☐ INTERIOR KEY SERVICE
- ☐ EXTENDED SERVICE PROGRAM
- ☐ OTHER (SPECIFY)
- ☐ FIRE PROTECTION MONITORING
- ☐ HOLD UP MONITORING

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

INSTALLATION
SYSTEM HAS ONE YEAR WARRANTY
SERVICE CONTRACT AVAILABLE AFTER
ONE YEAR FOR 15.00 per mo.
SERVICE RATE TO REMAIN UNCHANGED FOR
TERM OF MONITOR AGREEMENT

TOTAL COST	$ 1241.30 *
LESS: DEPOSIT	$ (620.50)
BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM	$ 620.50 *

MONITORING/SERVICES (Per Month) $ 20.00 IN ADVANCE: ☐ANNUAL ☐SEMI-ANNUAL x☐QUARTERLY ☐MONTHLY

~~*Plus applicable Federal, State, and Local Sales and/or use taxes~~

TELEPHONE COMPANY CHARGES INCLUDED YES x NO

~~THIS AGREEMENT IS FOR A TERM OF FIVE YEARS~~

Where COMPANY has not installed equipment, sections 1, 12, and 13 below are deleted.

~~THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THIS AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.~~

~~COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPHS 12 AND 17 BELOW.~~

~~CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.~~

~~SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.~~

Per City of Ft. Lauderdale Contract #366.01/thru 06,et al.,all terms,conditions and specifications included by reference. (Original bid #3883).

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY
BY: [signature] Sales Representative
DATE: 4/11/91
APPROVED:
DATE:

CLIENT
BY: J Beltman
DATE: 4/7/91

CONTRACT COPY

- COPY - CONTRACT FILE -

FORM 114 IN 11/87

TERMS AND CONDITIONS

1. THE SYSTEM. COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. TERM AND RENEWAL. After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. FEE INCREASE. COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. TERMINATION. COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY.

5. ADDITIONAL CHARGES. Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility.
CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

6. COMPANY SERVICES. COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (or fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

7. CLIENT RESPONSIBILITIES. CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

8. ALARM DEVICES. If CLIENT'S equipment includes a local bell alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

9. AUTHORIZED PERSONNEL. Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

10. SYSTEM INTERRUPTION. CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

11. CLIENT NOTIFICATION. Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

12. INSTALLATION. A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system must be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock, P.M., exclusive of Saturdays, Sundays and holidays.
B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times.
C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any device or devices of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

13. REMOVAL OR ABANDONMENT OF SYSTEM. Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip.

14. DAMAGE OR DESTRUCTION. This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

15. TERMINATION OF CONNECTIONS. This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. ACTS OF GOD. COMPANY assumes no liability for delays in installation of the equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. LIMITED WARRANTY A. COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.
C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.
D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended; that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS THE AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.
E. Extended Service Program Agreement - CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays.
2. Repair or replacement of defective or inoperative equipment.
3. All other terms of section 17 remain in effect.

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTIBILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. LIQUIDATED DAMAGES. A. It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; 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 CLIENT'S property or the property of others located on CLIENT'S premises.
B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.
C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence, active or otherwise of COMPANY, its employees, agents or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional limited liability and the additional annual charge therefore, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. THIRD PARTY INDEMNIFICATION. When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the 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, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. COMMENCEMENT OF ACTION. All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE.
A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. WAIVER OF SUBROGATION. In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefore.

23. SEVERABILITY. In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.

CONTRACT NO. _____

SCHEDULE OF PROTECTION

QTY.	PART NO.	DESCRIPTION
		CITY OF FORT LAUDERDALE
		HALL OF FAME POOL
		SIX ZONE FBI CONTROL
		STAND BY BAT
		BELL TIMER
		DIGITAL KEY PAD
		SIX DOOR CONTACTS
		NORTH ENTRANCE DOORS
		SOUTH ENTRANCE DOORS
		TWO INTERIOR DOORS SECOND FLOOR SOUTH
		THREE MOTION DETECTORS (DUAL TECHS)
		TWO SECOND FLOOR
		ONE NORTH ENTRANCE AREA
		ONE EXTERIOR SIREN AND BOX
		SIREN TAMPERS

TOTAL INSTALLED 1241.30

MONTHLY MONITOR 20.00

COMPANY

BY: _____
Sales Representative

DATE: 3/20/91

APPROVED: _____

DATE: _____

This agreement shall not be binding on Company unless approved in writing by an authorized representative of Company. In the event of non-approval, the sole liability of Company shall be to refund to subscriber the amount that has been paid to Company by subscriber upon signing of this agreement.

CLIENT

BY: _____

DATE: 3/20/91

Client acknowledges a copy of this schedule of protection.

ORIGINAL
DO NOT REMOVE
FROM FILE

ORIGINAL
DO NOT REMOVE
FROM FILE

PURCHASING CONSENT AGENDA

AGENDA DATE: 10/16/90 Purchasing Ref. No.: Contract 366.

Transaction Type: Contract

ITEM/SERVICE	RECOMMENDED AWARD:	AMOUNT
One year extension of security monitoring services contract	Consolidated Southern Miami, FL	$20,090.04
	National Guardian Miami, FL	$1,632.72
	Cableguard, Inc. Ft. Lauderdale, FL	$1,497.00
	TOTAL COST:	$23,219.76 (Estimated)

Dep't./Div.: Various

REMARKS: Contract provides for extension(s) if both parties to the agreement approve, all terms, conditions and specifications remain the same, and the extension is approved by the City Commission.

RECOMMENDATION: Approve contract extension.

****

COMMENTS: Security equipment has been installed and is presently being monitored by the responsible contractors. Rebidding for these services would not be cost effective as installation charges as well as monitoring charges would be required.

Purchasing Manager

Jrb

ORIGINAL
DO NOT REMOVE
FROM FILE

ORIGINAL
DO NOT REMOVE
FROM FILE

FORM G-111 Rev 3/90

CONTRACT
COPY

CLIENT CONTRACT NO. C 207074

COMMERCIAL CUSTOMER AGREEMENT

THIS AGREEMENT is made this 10 day of SEPT, 19 90 by and between ☐ Professional Alarm Services, Inc., Jacksonville, ☐ Professional Alarm Services, Inc., Pensacola, ☐ Sentry Alarm Systems, ☐ Sonitrol Southeast, Inc., ☐ Sonitrol of Polk Country, Inc., ☐ Sonitrol of Ft. Myers, Inc., ☒ Consolidated Southern Security, Inc. ("COMPANY") and

FT. LAUD. City Parking OFFICE ("CLIENT") PHONE _____

INSTALL AT 145 E. Las olas BLVD FT. LAUD. FLA.
Address City State Zip

BILL ABOVE ☒ BILL TO OTHER _____
Address City State Zip

☒ COMPANY OWNED EQUIPMENT ☐ CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth, COMPANY agrees to sell and install the equipment as listed in the SCHEDULE OF PROTECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- ☒ BASIC MONITORING
- ☐ OPENINGS & CLOSINGS
- ☐ MANAGEMENT REPORT
  - ☐ WEEKLY
  - ☐ BI-MONTHLY
  - ☐ MONTHLY
- ☐ FIRE/SPRINKLER INSPECTION
  INSPECTIONS PER ANNUM _____
- ☐ INTERIOR KEY SERVICE
- ☐ EXTENDED SERVICE PROGRAM
- ☐ OTHER (SPECIFY) _____
- ☐ FIRE PROTECTION MONITORING
- ☐ HOLD UP MONITORING

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

INSTALLATION

(RPA) P.O. # 36192

TOTAL COST	$ 1696.50
LESS: DEPOSIT	$ (—)
BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM	$ 1696.50

PER CONTRACT #366.XX, Ref: Bid#3883, all terms, conditions and specifications included by reference.

MONITORING/SERVICES (Per Month) $ 45.00 IN ADVANCE: ☐ANNUAL ☐SEMI-ANNUAL ☒QUARTERLY ☐MONTHLY

~~Plus applicable Federal, State, and Local Sales and/or Use taxes~~

TELEPHONE COMPANY CHARGES INCLUDED _____ YES X NO

~~THIS AGREEMENT IS FOR A TERM OF FIVE YEARS~~

Where COMPANY has not installed equipment, sections 1, 12, and 13 below are deleted.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THIS AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED

COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPHS 12 AND 17 BELOW.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

Per City of Ft. Lauderdale Contract #366.01/thru 06, et al., all terms, conditions and Specifications included by reference. (Original bid #3883).

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY
BY: _____ Sales Representative
DATE: 9/10/90
APPROVED: _____
DATE: _____

CLIENT
BY: _____ -Purchasing Manager
DATE: 9/10/90

C.S.R. CAN (NOT) SCHEDULE INSTALLATION APPOINTMENTS

FORM 114 1M 11/87

TERMS AND CONDITIONS

1. THE SYSTEM. COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

my client

2. TERM AND RENEWAL. After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

the initial term

3. FEE INCREASE. COMPANY shall have the right at any time during the term of this Agreement to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. TERMINATION. COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY.

5. ADDITIONAL CHARGES. Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility.

thirty (30)

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period in the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

6. COMPANY SERVICES. COMPANY agrees to monitor the system from the time CLIENT causes the system to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion or fire (if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

7. CLIENT RESPONSIBILITIES. CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

8. ALARM DEVICES. If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

9. AUTHORIZED PERSONNEL. Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be applied to COMPANY in writing.

10. SYSTEM INTERRUPTION. CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

11. CLIENT NOTIFICATION. Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

12. INSTALLATION. A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system must be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and such additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours 8:00 o'clock A.M. and 5:00 o'clock, P.M., exclusive of Saturdays, Sundays and holidays. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY, all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any device or devices of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and COMPANY has no responsibility for the proper operation or non-operation of its equipment.

13. REMOVAL OR ABANDONMENT OF SYSTEM. Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or cut off the communicator or memory chip.

14. DAMAGE OR DESTRUCTION. This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

15. TERMINATION OF CONNECTIONS. This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. ACTS OF GOD. COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. LIMITED WARRANTY. A. COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.

D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended; that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a System suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS THE AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not exceed in duration the term of this limited warranty.

E. Extended Service Program Agreement - CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays.
2. Repair or replacement of defective or inoperative equipment.
3. All other terms of section 17 remain in effect.

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTIBILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. LIQUIDATED DAMAGES. A. It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; 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 CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate; and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence, active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY "GENERAL," "DIRECT," "SPECIAL," "EXEMPLARY," "PUNITIVE," "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional limited liability and the additional annual charge therefore, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. THIRD PARTY INDEMNIFICATION. When CLIENT, in the ordinary course of business, has the property of others in its custody, or the alarm system extends to protect the 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, including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution or indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. COMMENCEMENT OF ACTION. All claims, actions or proceedings, legal or equitable against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE.

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. WAIVER OF SUBROGATION. In case of damage or destruction of CLIENT'S premises or property or any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY or any party for whom COMPANY may be responsible under this Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefore.

23. SEVERABILITY. In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.

CONSOLIDATED SOUTHERN SECURITY, INC.
SYSTEM CONSULTANTS • DESIGNERS • INSTALLERS

9/28/90

Attn: Mr. Betman
Purchasing Division
City of Ft.Lauderdale
P.O. Drawer 14250
Ft.Lauderdale, Fl. 33302

Re:Contract Extension - Contact No# 366.01 thru 366.06

Dear Sir,

Consolidated Southern Security, Inc. hereby agrees to all existing terms specification and condition of Contract 366.01 and 366.00 which are to remain in affect during the extension period for the upcoming year.

Enclosed please find the copy of the listed facilities covered under these contracts. If you need any further information please contact us at your convenience.

Sincerely Yours
Consolidated Southern Security,Inc.

Manuel Castellanos
Operation Manager

8/15/91
Request for extension

10500 N.W. 7TH AVENUE
MIAMI, FLORIDA 33150
(305) 758-8765 (800) 432-2177

CONSOLIDATED SOUTHERN SECURITY, INC.
SYSTEM CONSULTANTS • DESIGNERS • INSTALLERS

Service Location

Service Garage, 1300 Wingate Road, Ft.Lauderdale
Ft.Lauderdale City Parking Finance Office,101 N.Andrews Ave.
Birch-Las Olas Parking Lot, East Las Olas & Birch
Parking Attendants Bldg.,600 S. Atlantic Avenue
FT.Lauderdale Bass pool, N.W. 19th St.Pool,2750 N.W. 19th St.
Record Storage Center,401 S./E. 21st Street
Recreation Administration Bldg.,301 N.Andrews Avenue
Swimming Hall of Fame,501 Seabreeze Blvd.
Holiday Park Tennis Courts,701 N.E. 12th Avenue
Central Stores Warehouse ,1301 S.W. 2nd Court
City Parking Garage,100 S.E. 1st Avenue
Poincianna Park Utilities Bldg.,401 S.E. 21st Street
Holiday Park Activities Center,730 N.Federal Hwy.
Lauderdale Manors Rd.Center,1340 Chateau Drive
Snyder Park Adim.Office,3299 S.W. 4th Avenue
Yankee Stadium Box Office,5301 N.W. 12th Avenue
Central Maintenance Shops,4250 N.W. 10th Avenue
Lauderdale Manors Swimming Pool Office,1340 Chateau Park Drive
Sunland Park Swimming Pool Office,1450 West Sunrise Blvd.
War Memorial Auditorium Ticket Office,800 N.E. 8th Street
Yankee Stadium Lockerroom,5301 N.W. 12th Avenue
Police Evidence Section,1300 W.Broward Blvd.
City of Ft.Lauderdale Computer Center,100 N.Andrews Avenue
Police Evidence Storage Blvd.,1300 W.Broward Blvd.
Evidence Storage Area,Water Treatment Plant
Coral Ridge Country Club
Organized Crime Bureau Intelligence
Organized Crime Division
Police Department(Police Detention),1300 W.Broward Blvd.

10500 N.W. 7TH AVENUE
MIAMI, FLORIDA 33150
(305) 758-8765 (800) 432-2177

CSS

CONSOLIDATED SOUTHERN SECURITY, INC.

SYSTEM CONSULTANTS • DESIGNERS • INSTALLERS

201 S.W. 27TH AVENUE, MIAMI, FL 38135

TELEPHONE (305) 448-2326 BROWARD (800) 432-2177

September 12,1989

City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, Fla. , 33302

Attention: Jeff Betman
Purchasing Division

Dear Mr. Betman:

Enclosed please find a complete update listing of the facilities covered by Consolidated Southern Security as per your request.

Also this will serve as approval to extend your contract for one more year with the same provisions as before.

In the future if you need to address any other correspondence please send it to me, Norman Spratlin,Branch Manager,Consolidated Southern Security,201 S.W. 27 Avenue, Miami, Fla. 33135.

Sincerely,

Norman Spratlin
Branch Manager

NS:cm
Enc.

CONTRACT COPY

information after July 1, 1989, as a result of a jury verdict, ...

Contract file
- will amend
no. fees?

ELECTRONIC SENTRY, INC.

P.O. BOX 631 • FORT LAUDERDALE, FLORIDA 33302 • 305-462-5335
COUNTY - 77-CLUB-49-X STATE - ES00000029
77-CLUF-49-X EF00000002

July 5, 1989

Mr. E.R. "Bud" Roon - Purchasing Manager
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, Florida 33302

CONTRACT COPY

Dear Sir,

I want to thank you for taking the time to see me on short notice. I want to forward to you the enclosed information confirming the issues on the security systems as we discussed.

To summarize the situation and recap our discussion the following points should be noted. At the present time per the letter which I presented to you from Southern Bell, Southern Bell is in the process of converting their direct metallic wire special alarm circuits to fiber optic "carrier" technology.

This of course would normally result in tremendous additional costs for the conversion of the alarm technology at each location to compensate for the change. However as we discussed we have the ability at the present time to convert the system control sections to compensate for this change to either digital, derived channel transmission or both depending upon the need for on site line security.

In any case we will handle the conversions at no cost to the City of Fort Lauderdale with the exception of the one time connect charge of seventy ($70.00) dollars and the monthly fee of nine ($9.00) dollars from Southern Bell should it be necessary for line security. I have met with both Doug Gottshall and Carol McManmon to discuss the notifications and the change in technology and we all agree as to the need and the process.

At this point in time we have either notified, met with or discussed these changes with all the appropriate department heads and they too are in agreement with these changes. We are starting the process at the present time and will work through the conversions within the next ninety days.

If you have any questions regarding these issues please give me a call at your convenience. Thank you for your consideration.

Sincerely yours,
Electronic Sentry, Inc./ Consolidated Southern Security, Inc.

Robert E. Neely
District Supervisor
REN/mlm