

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 19, 2012

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

Staff Contact Person: Dent Pierce, 292-4560

AGENDA ITEM WORDING: Approval to amend the contract with Barnes Alarms, Inc. for fire and panic alarm system annual certification, maintenance and monitoring, to include three Monroe County Fire Station locations.

ITEM BACKGROUND: Monroe County Fire Station #9 (Big Coppitt) recently put in a work order for fire alarm service as the fire alarm was disabled and creating a safety situation. It was found that along with Fire Station #9, Fire Station #7 (Key West International Airport), Fire Station #13 (Big Pine), and Fire Station #22 (Tavernier) all four had fire alarm systems which had not been inspected for several years. The Fire Marshall has requested that all fire stations with fire alarms be brought up to date and inspected annually. Fire Station #9, Fire Station #13 and Fire Station #22 need to be added to the current fire/panic alarm contract with Barnes; Fire Station #7 located at the Key West International Airport is being deactivated and incorporated into the airport's existing fire alarm system.

PREVIOUS RELEVANT BOCC ACTION: On August 20, 2008 the BOCC awarded bid and approved executing a contract; on June 16, 2010 the BOCC approved a contract amendment. On July 20, 2011, the BOCC approved exercising the first option to renew; on September 21, 2011, the BOCC approved an amendment correcting annual inspection amount for the J. Lancelot Lester Building and Records Storage.

CONTRACT/AGREEMENT CHANGES: Add three (3) fire station locations (Big Coppitt, Big Pine and Tavernier) to contract.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$36,440 + **INDIRECT COST:** _____ **BUDGETED:** Yes No

Repairs/additional services: Regular \$76.21/hr; OT \$114.31

Parts: Manufacturers cost plus 25%

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: same

SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty [Signature] OMB/Purchasing [Signature] Risk Management [Signature]

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

THIRD AGREEMENT AMENDMENT
PANIC AND FIRE ALARM SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE AND MONITORING
MONROE COUNTY, FLORIDA

THIS THIRD AGREEMENT AMENDMENT, hereinafter "Amendment" is made and entered into this ____ day of _____, 2012, between **MONROE COUNTY** (hereinafter "County" or "Owner"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West Florida, 33040 and **BARNES ALARM SYSTEMS, INC.** ("CONTRACTOR"), a Florida corporation, whose address is 3201 Flagler Avenue, Suite 503, Key West, Florida 33040.

WHEREAS, the parties hereto did on August 20, 2008, enter in to an agreement for panic and fire alarm system annual certification, maintenance and monitoring services for Monroe County (hereinafter "Original Agreement"); and

WHEREAS, on June 16, 2010, the parties hereto did amend this agreement to add services, clarify language, and made the contract scope; and

WHEREAS, on July 20, 2011, the parties hereto did exercise the first option to renew this agreement; and

WHEREAS, on September 21, 2011 the parties hereto did amend the annual inspection amount of the J. Lancelot Lester Building and Records Storage annual inspection; and

WHEREAS, Monroe County Fire Stations requiring annual inspections need to be added as follows: Station 9 – Big Coppitt; Station 13 – Big Pine; Station 22 – Tavernier; and

WHEREAS, the parties have found the Original Agreement, as amended, to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to enter into this third agreement amendment; now therefore

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The schedule for the fire system rates is amended to read as follows:

| FIRE SYSTEM BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|--|------------------------------------|---|------------------|---|------------------------------|
| Key West Courthouse | 500 Whitehead St., Key West | Simplex | 4100 | \$ 914.41 | \$ 25.41 |
| Judicial Workout Room (formerly Juvenile Detention) | 502 Whitehead St., Key West | FireLite | MP-24 | \$ 228.61 | |
| Sheriff Civil Division | 500 Whitehead St. Key West | Faraday | Firewatch II | \$ 228.61 | |
| J. Lancelot Lester Building, & Records Storage | 530 Whitehead St. Key West | Notifier | AFP-200 | \$ 1,828.83 | \$ 25.41 |
| Freeman Justice Center | 310 Fleming St. Key West | Notifier – Intelligent Fire Detection & Alarm System | AFP-200 w/CBC | \$ 716.30 | \$ 25.41 |
| Bayshore Manor | 5200 College Road, Stock Island | Notifier | System 500 | \$ 457.21 | \$ 25.41 |
| Monroe County Fire Station #8 | Stock Island | Firelite | MS-5024 | \$ 228.61 | |
| May Hill Russell Library | 700 Fleming St. Key West | Notifier | SFP 400B | \$ 304.81 | \$ 25.41 |
| Gato Building | 1100 Simonton St, Key West | Simplex | 4010 | \$ 609.61 | \$ 25.41 |
| Gato Elevator | 1100 Simonton St, Key West | | | | \$ 25.41 |
| Harvey Government Center | 1200 Truman Ave, Key West | Simplex | 4100 | \$ 914.41 | \$ 25.41 |

| FIRE SYSTEM BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|--|--|-----------------|----------------|--|------------------------|
| Monroe County Fire Station #9 | 28 Emerald Dr, Big Coppitt | Honeywell | SFP-5VD | \$ 304.84 | |
| Big Pine Key Library | 231 Key Deer Blvd. Big Pine Key | Faraday | Firewatch II+2 | \$ 381.01 | |
| Monroe County Fire Station #13 | 390 Key Deer Blvd, Big Pine Key | | Quick Start | \$ 495.37 | |
| Big Pine Key Park | 29001 Atlantic, Big Pine Key | | | \$ 609.61 | \$ 25.41 |
| Marathon Government Cntr | 2798 Overseas Hwy, Marathon | Faraday | MPC-2000 | \$ 914.41 | |
| Marathon Government Anx | 490 63 rd Street, Marathon | FireLite | MS-4024 | \$ 457.21 | |
| Marathon Detention Facility | 3981 Ocean Terrace, Marathon | FireLite | Miniscan 4024 | \$ 457.21 | |
| Marathon Sheriff's Hangar and Fire Station #16 | Marathon Airport 10100 Overseas Hwy, Marathon | Honeywell | NFS-320 | \$ 457.21 | |
| Marathon Courthouse | 3117 Overseas Hwy, Marathon | Notifier | SFP 400B | \$ 533.41 | |
| George Dolezal Library | 3251 Overseas Hwy, Marathon | Simplex | 2001-4431 | \$ 457.21 | |
| Ruth Ivins Center, Health Dept. | 3333 Overseas Hwy, Marathon | Edwards | 1500 Series | \$ 457.21 | |
| Medical Examiner | 56639 Overseas Hwy, Crawl Key | Simplex Grinnel | 4010 FACP | \$ 533.41 | \$ 25.41 |
| Ellis Building | 88800 Overseas Highway, P.K. | FireLite | MP-24 | \$ 609.61 | |
| Plantation Key Courthouse | Highpoint Road, PK | FireLite | MP-24 | \$ 914.41 | |
| Plantation Key Detention Facility. | 53 Highpoint Road, PK | FireLite | MS-9200 | \$ 762.01 | |
| Islamorada Library | MM 81.5, Islamorada | Fire Lite | MS-4424b | \$ 609.61 | |
| M. E. Nelson Government and Cultural Center | 102050 Overseas Highway, Key Largo | Siemens | | \$ 1,218.00 | \$ 25.41 |
| Roth Building | 50 Highpoint Rd, Tavernier | Edwards | EST-2 | \$ 914.41 | \$ 25.41 |
| Monroe County Fire Station #22 | 151 Marine Ave, Tavernier | Notifier | NFW2-100 | \$ 609.68 | |
| Key Largo Library | 101485 Overseas Highway, Tradewinds Shopping Plaza | FireLite | MS-5024 | \$ 609.61 | \$ 25.41 |

2. Except as set forth in Item 1 of this Third Agreement Amendment, in all other respects, the terms and conditions set forth in the Original Agreement, as amended and renewed, remain in full force and effect.

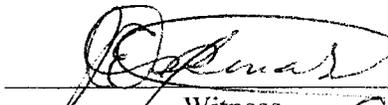
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

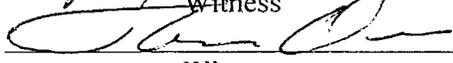
(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FLORIDA

By _____
Deputy Clerk
Date _____

By _____
Mayor



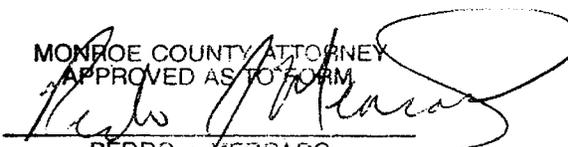
Witness


Witness
Date 12/5/11

BARNES ALARM SYSTEMS, INC.

By 

Title PRESIDENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


PEDRO MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/14/11

SECOND AGREEMENT AMENDMENT
PANIC AND FIRE ALARM SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE AND MONITORING
MONROE COUNTY, FLORIDA

THIS SECOND AGREEMENT AMENDMENT, hereinafter "Amendment" is made and entered into this 21st day of September, 2011, between **MONROE COUNTY** (hereinafter "County" or "Owner"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West Florida, 33040 and **BARNES ALARM SYSTEMS, INC.** ("CONTRACTOR"), a Florida corporation, whose address is 3201 Flagler Avenue, Suite 503, Key West, Florida 33040.

WHEREAS, the parties hereto did on August 20, 2008, enter in to an agreement for panic and fire alarm system annual certification, maintenance and monitoring services for Monroe County (hereinafter "Original Agreement"); and

WHEREAS, on August 10, 2010, the parties hereto did amend this agreement to add services, clarify language, and made the contract scope; and

WHEREAS, on July 20, 2011, the parties hereto did exercise the first option to renew this agreement; and

WHEREAS, when the contract amounts were adjusted by 1.5%, the December 31, 2010 U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics CPI-U, the annual inspection amount for the J. Lancelot Lester Building & Records Storage fire alarm system was listed as \$1,827.81, but it should have been \$1,828.83; and

WHEREAS, the parties have found the Original Agreement, as amended, to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to enter into this first renewal agreement; now therefore

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The schedule for the fire system rates is amended to read as follows:

| FIRE SYSTEM BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|--|------------------------------------|---|------------------|---|---------------------------------------|
| Key West Courthouse | 500 Whitehead St., Key West | Simplex | 4100 | \$ 914.41 | \$ 25.41 |
| Judicial Workout Room (formerly Juvenile Detention) | 502 Whitehead St., Key West | FireLite | MP-24 | \$ 228.61 | |
| Sheriff Civil Division | 500 Whitehead St. Key West | Faraday | Firewatch II | \$ 228.61 | |
| J. Lancelot Lester Building, & Records Storage | 530 Whitehead St. Key West | Notifier | AFP-200 | \$1,828.83 | \$ 25.41 |
| Freeman Justice Center | 310 Fleming Street, Key West | Notified AFP- 200 – Intelligent Fire Detection & Alarm System | AFP-200 w/CBC | \$ 716.30 | \$ 25.41 |
| Bayshore Manor | 5200 College Road, Stock Island | Notifier | System 500 | \$ 457.21 | \$ 25.41 |
| Monroe County Fire Station #8 | Stock Island | Firelite | MS-5024 | \$ 228.61 | |
| May Hill Russell Library | 700 Fleming St. Key West | Notifier | SFP 400B | \$ 304.81 | \$ 25.41 |
| Gato Building | 1100 Simonton St, Key West | Simplex | 4010 | \$ 609.61 | \$ 25.41 |
| Gato Elevator | 1100 Simonton St, Key West | | | | \$ 25.41 |
| Harvey Government Center | 1200 Truman Avenue, Key | Simplex | 4100 | \$ 914.41 | \$ 25.41 |

| FIRE SYSTEM BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|---|--|-----------------|----------------|--|------------------------|
| | West | | | | |
| Big Pine Key Library | 231 Key Deer Blvd, Big Pine Key | Faraday | Firewatch II+2 | \$ 381.01 | |
| Big Pine Key Park | 29001 Atlantic, Big Pine Key | | | \$ 609.61 | \$ 25.41 |
| Marathon Government Cntr | 2798 Overseas Hwy, Marathon | Faraday | MPC-2000 | \$ 914.41 | |
| Marathon Government Anx | 490 63 rd Street, Marathon | FireLite | MS-4024 | \$ 457.21 | |
| Marathon Detention Facility | 3981 Ocean Terrace, Marathon | FireLite | Miniscan 4024 | \$ 457.21 | |
| Marathon Sheriff's Hangar | Marathon Airport | EST | Quick Start | \$ 457.21 | |
| Marathon Courthouse | 3117 Overseas Hwy, Marathon | Notifier | SFP 400B | \$ 533.41 | |
| George Dolezal Library | 3251 Overseas Hwy, Marathon | Simplex | 2001-4431 | \$ 457.21 | |
| Ruth Ivins Center, Health Dept. | 3333 Overseas Hwy, Marathon | Edwards | 1500 Series | \$ 457.21 | |
| Medical Examiner | 56639 Overseas Hwy, Crawl Key | Simplex Grinnel | 4010 FACP | \$ 533.41 | \$ 25.41 |
| Ellis Building | 88800 Overseas Highway, P.K. | FireLite | MP-24 | \$ 609.61 | |
| Plantation Key Courthouse | Highpoint Road, Plantation Key | FireLite | MP-24 | \$ 914.41 | |
| Plantation Key Detention Facility. | 53 Highpoint Road, Plantation Key | FireLite | MS-9200 | \$ 762.01 | |
| Islamorada Library | MM 81.5, Islamorada | Fire Lite | MS-4424b | \$ 609.61 | |
| M. E. Nelson Government and Cultural Center | 102050 Overseas Highway, Key Largo | Siemens | | \$ 1,218.00 | \$ 25.41 |
| Roth Building | 50 Highpoint Road, Tavernier | Edwards | EST-2 | \$ 914.41 | \$ 25.41 |
| Key Largo Library | 101485 Overseas Highway, Tradewinds Shopping Plaza | FireLite | MS-5024 | \$ 609.61 | \$ 25.41 |

2. Except as set forth in Item 1 of this Second Agreement Amendment, in all other respects, the terms and conditions set forth in the Original Agreement, as amended and renewed, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(SEAL)
 ATTEST: DANNY L. KOLHAGE, CLERK

By *Isabel C. DeSantis*
 Deputy Clerk

Date 9-21-11

[Signature]
 Witness

Tom Koch
 Witness
 Date 8/29/2011

BOARD OF COUNTY COMMISSIONERS OF
 MONROE COUNTY, FLORIDA

By *[Signature]*
 Mayor Heather Carruthers

BARNES ALARM SYSTEMS, INC.

By *[Signature]*
 Title PRESIDENT

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM

[Signature]
 PEDRO J. MERCADO
 ASSISTANT COUNTY ATTORNEY

8/30/11

FIRST RENEWAL AGREEMENT
PANIC AND FIRE ALARM SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE AND MONITORING
MONROE COUNTY, FLORIDA

THIS hereinafter "Amendment" is made and entered into this 21st day of July, 2011, between **MONROE COUNTY** (hereinafter "County" or "Owner"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West Florida, 33040 and **BARNES ALARM SYSTEMS, INC.** ("CONTRACTOR"), a Florida corporation, whose address is 3201 Flagler Avenue, Suite 503, Key West, Florida 33040.

WHEREAS, the parties hereto did on August 20, 2008, enter in to an agreement for panic and fire alarm system annual certification, maintenance and monitoring services for Monroe County (hereinafter "Original Agreement"); and

WHEREAS, on August 10, 2010, the parties hereto did amend this agreement to add services, clarify language, and made the contract scope; and

WHEREAS, the parties have found the Original Agreement, as amended, to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to enter into this first renewal agreement; now therefore

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

- I. In accordance with Paragraph 5 of the Original Agreement:
 - a. The County exercises the first of the two (2) one-year renewal options to renew the Original Agreement. The contract term will commence **September 1, 2011** and terminate on **August 31, 2012**.
 - b. The contract amount is adjusted 1.5% in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and based upon the CPI-U computation at December 31 of the previous year as follows:

| FIRE SYSTEM BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|--|---------------------------------|---|------------------|---|---------------------------------------|
| Key West Courthouse | 500 Whitehead St., Key West | Simplex | 4100 | \$ 914.41 | \$ 25.41 |
| Judicial Workout Room (formerly Juvenile Detention) | 502 Whitehead St., Key West | FireLite | MP-24 | \$ 228.61 | |
| Sheriff Civil Division | 500 Whitehead St. Key West | Faraday | Firewatch II | \$ 228.61 | |
| J. Lancelot Lester Building, & Records Storage | 530 Whitehead St. Key West | Notifier | AFP-200 | \$1,827.81 | \$ 25.41 |
| Freeman Justice Center | 310 Fleming Street, Key West | Notified AFP- 200 Intelligent Fire Detection & Alarm System | AFP-200 w/CBC | \$ 716.30 | \$ 25.41 |

| FIRE SYSTEM BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|---|--|--------------------------|----------------|---|---------------------------------------|
| Bayshore Manor | 5200 College Road, Stock Island | Notifier | System 500 | \$ 457.21 | \$ 25.41 |
| Monroe County Fire Station #8 | Stock Island | Firelite | MS-5024 | \$ 228.61 | |
| May Hill Russell Library | 700 Fleming St. Key West | Notifier | SFP 400B | \$ 304.81 | \$ 25.41 |
| Gato Building | 1100 Simonton Street, Key West | Simplex | 4010 | \$ 609.61 | \$ 25.41 |
| Gato Elevator | 1100 Simonton Street, Key West | | | | \$ 25.41 |
| Harvey Government Center | 1200 Truman Avenue, Key West | Simplex | 4100 | \$ 914.41 | \$ 25.41 |
| Big Pine Key Library | 231 Key Deer Blvd. Big Pine Key | Faraday | Firewatch II+2 | \$ 381.01 | |
| Big Pine Key Park | 29001 Atlantic, Big Pine Key | | | \$ 609.61 | \$ 25.41 |
| Marathon Government Cntr | 2798 Overseas Hwy, Marathon | Faraday | MPC-2000 | \$ 914.41 | |
| Marathon Government Anx | 490 63 rd Street, Marathon | FireLite | MS-4024 | \$ 457.21 | |
| Marathon Detention Facility | 3981 Ocean Terrace, Marathon | FireLite | Miniscan 4024 | \$ 457.21 | |
| Marathon Sheriff's Hangar | Marathon Airport | EST | Quick Start | \$ 457.21 | |
| Marathon Courthouse | 3117 Overseas Hwy, Marathon | Notifier | SFP 400B | \$ 533.41 | |
| George Dolezal Library | 3251 Overseas Hwy, Marathon | Simplex | 2001-4431 | \$ 457.21 | |
| Ruth Ivins Center, Health Dept. | 3333 Overseas Hwy, Marathon | Edwards | 1500 Series | \$ 457.21 | |
| Medical Examiner | 56639 Overseas Hwy, Crawl Key | Simplex Grinnel | 4010 FACP | \$ 533.41 | \$ 25.41 |
| Ellis Building | 88800 Overseas Highway, P.K. | FireLite | MP-24 | \$ 609.61 | |
| Plantation Key Courthouse | Highpoint Road, Plantation Key | FireLite | MP-24 | \$ 914.41 | |
| Plantation Key Detention Facility. | 53 Highpoint Road, Plantation Key | FireLite | MS-9200 | \$ 762.01 | |
| Islamorada Library | MM 81.5, Islamorada | Fire Lite | MS-4424b | \$ 609.61 | |
| M. E. Nelson Government and Cultural Center | 102050 Overseas Highway, Key Largo | Siemens | | \$ 1,218.00 | \$ 25.41 |
| Roth Building | 50 Highpoint Road, Tavernier | Edwards | EST-2 | \$ 914.41 | \$ 25.41 |
| Key Largo Library | 101485 Overseas Highway, Tradewinds Shopping Plaza | FireLite | MS-5024 | \$ 609.61 | \$ 25.41 |

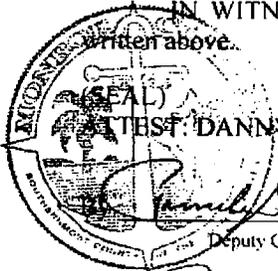
| PANIC SYSTEM: | | | | |
|---|------------------------------------|---|---|-------------------------------|
| BUILDING | LOCATION | MANUFACTURER MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
| KW Courthouse Annex | 502 Whitehead St., Key West | Caretaker Plus | \$ 685.82 | \$ 25.41 |
| Judicial Workout Room | 502 Whitehead St., Key West | CH Annex system | | |
| J. Lancelot Lester Building, & Records Storage | 530 Whitehead St. Key West | CH Annex system | | |
| J. Lancelot Lester Building - District 3 Commissioner | 530 Whitehead St. Key West | CH Annex system | | |
| Old Courthouse - District 1 Commissioner | 500 Whitehead St., Key West | CH Annex system | | |
| Old Courthouse - Traffic/Fines | 500 Whitehead St., Key West | CH Annex system | | |
| Freeman Justice Center | 310 Fleming Street, Key West | Navarro - Ademco Vista 128 FBP Panel(digital) | \$ 406.00 | \$ 25.41 |
| Freeman Justice Center | 310 Fleming Street, Key West | Honeywell 7845 GSMR (cellular) | | \$ 15.23 |
| Gato Building – Social Services | 1100 Simonton St., Key West | CADDX | \$ 152.40 | |
| Gato Building – 2 nd floor | 1100 Simonton St., Key West | INOVONICS FA46D 64 | \$ 152.40 | |
| Medical Examiner | 56639 Overseas Hwy, Crawl Key | Simplex Grinnel 4010 FACP | \$ 254.00 | \$ 25.41 |
| Murray E. Nelson Building | 102050 Overseas Highway, Key Largo | CADDX | \$ 254.00 | \$ 25.41 |

- a. Labor – Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays \$ 76.21 per hour
- b. Labor – Overtime rate for hours not stated above, including holidays and for facilities that conduct critical business such as Courthouses, Tax Collector’s offices, and all others identified by the Facilities Maintenance Director in the Specifications \$ 114.31 per hour
- c. Manufacturers invoice cost of parts and materials Cost + 25%

Note: There are no additional costs for travel, mileage, meals, or lodging.

The Contractor’s request for payment must itemize each of the costs stated above.

- 2. Except as set forth in paragraph 1 of this First Renewal Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.



IN WITNESS WHEREOF. the parties have hereunto set their hands and seal, the day and year first written above.

ATTEST: DANNY L. KOLHAGE, CLERK

Danny L. Kolhage
Deputy Clerk

Date July 20, 2011

[Signature]
Witness

[Signature]
Witness

Date 05/31/11

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *[Signature]*
Mayor

BARNES ALARM SYSTEMS, INC.

By *[Signature]*

Title President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

[Signature]

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 6/7/11

CONTRACT AMENDMENT
PANIC AND FIRE ALARM SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE AND MONITORING
MONROE COUNTY, FLORIDA

THIS AMENDMENT hereinafter "Amendment" is made and entered into this 16th day of June, 2010, between **MONROE COUNTY** (hereinafter "County" or "Owner"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West Fl., 33040 and **BARNES ALARM SYSTEMS, INC.** ("CONTRACTOR"), a Florida corporation, whose address is 3201 Flagler Avenue, Suite 503, Key West, FL 33040.

WHEREAS, the parties hereto did on August 20, 2008, did enter in to an agreement for panic and fire alarm system annual certification, maintenance and monitoring services for Monroe County (hereinafter "Original Agreement"); and

WHEREAS, under Item 2, Scope of Work, Section D, Additional Services, a provision needs to be added to include the Key West Airport security gates and possible unanticipated miscellaneous work; and

WHEREAS, clarify language in Item 2, Scope of Work, Section E, Major Component Failure or System Breakdown; and

WHEREAS, under Item 3, Contract Amount, building and amounts need to be added under Fire System to include the Gato elevator, Big Pine Park location and amounts, Freeman Justice Center annual inspection amount, Murray E. Nelson Government and Cultural Center locations and amounts that had not been completed at the time of contract; to delete the Ellis Building Traffic, Supervisor of Elections, Social Services, and Planning locations from Panic System inspection and monitoring; and

WHEREAS, Item 4, Payments to Contractor, Section C, needs to be clarified; and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial and;

WHEREAS, both parties desire to amend the Original Agreement; now therefore

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Item 2, SCOPE OF WORK, Section D, ADDITIONAL SERVICES, of the Original Agreement is amended to read as follows:

"Additional services include, but are not limited to, electronic door lock system installation and/or repair, horn/strobe installation and/or repair, Key West International and Marathon Airports security gates and any unanticipated miscellaneous work on the airport property, or any other work, expense or equipment necessary for safety-related issues at County facilities, and CCTV service.

Also, when requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements, and shall invoice the County at the fee schedule rates for labor as specified in the contract."

2. Item 2, SCOPE OF WORK, Section E, MAJOR COMPONENT FAILURE OR SYSTEM BREAKDOWN, of the Original Agreement is amended to read as follows:

"In the event of a major component failure or system breakdown, the COUNTY, when deemed as an emergency situation, shall have the option to request from the CONTRACTOR only, a proposal/quote for replacement equipment in an amount that could exceed Five Thousand Dollars (\$5,000). Any proposal over \$5,000 up to and including \$10,000 must be approved and signed by the Division Director and/or the County Administrator. Any proposal over \$10,000 up to and including \$25,000 must be approved and signed by the Division Director and the County Administrator."

3. Item 3, CONTRACT AMOUNT of the Original Agreement is amended to add locations and amounts to read as follows:

3. CONTRACT AMOUNT

The County shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

| FIRE SYSTEM: BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|--|---|---|-------------------|---|---------------------------------------|
| Key West Courthouse | 500 Whitehead St., Key West | Simplex | 4100 | \$ 900.90 | \$ 25.03 |
| Judicial Workout Room (formerly Juvenile Detention) | 502 Whitehead St., Key West | FireLite | MP-24 | \$ 225.23 | |
| Sheriff Civil Division | 500 Whitehead St. Key West | Faraday | Firewatch II | \$ 225.23 | |
| J. Lancelot Lester Building, & Records Storage | 530 Whitehead St. Key West | Notifier | AFP-200 | \$ 1,801.80 | \$ 25.03 |
| Freeman Justice Center | 310 Fleming Street, Key West | Notified AFP- 200 – Intelligent Fire Detection & Alarm System | AFP-200 w/CBC | \$ 705.71 | \$ 25.03 |
| Bayshore Manor | 5200 College Road, Stock Island | Notifier | System 500 | \$ 450.45 | \$ 25.03 |
| Monroe County Fire Station #8 | Stock Island | Firelite | MS-5024 | \$ 225.23 | |
| May Hill Russell Library | 700 Fleming St. Key West | Notifier | SFP 400B | \$ 300.30 | \$ 25.03 |
| Gato Building | 1100 Simonton Street, Key West | Simplex | 4010 | \$ 600.60 | \$ 25.03 |
| Gato Elevator | 1100 Simonton Street, Key West | | | \$ | \$ 25.03 |
| Harvey Government Center | 1200 Truman Avenue, Key West | Simplex | 4100 | \$ 900.90 | \$ 25.03 |
| Big Pine Key Library | 231 Key Deer Blvd. Big Pine Key | Faraday | Firewatch II+2 | \$ 375.38 | |
| Big Pine Key Park | 29001 Atlantic, Big Pine Key | | | \$ 600.60 | \$ 25.03 |
| Marathon Government Cntr | 2798 Overseas Hwy, Marathon | Faraday | MPC-2000 | \$ 900.90 | |
| Marathon Government Anx | 490 63 rd Street, Marathon | FireLite | MS-4024 | \$ 450.45 | |
| Marathon Detention Facility | 3981 Ocean Terrace, Marathon | FireLite | Miniscan 4024 | \$ 450.45 | |
| Marathon Sheriff's Hangar | Marathon Airport | EST | Quick Start | \$ 450.45 | |
| Marathon Courthouse | 3117 Overseas Hwy, Marathon | Notifier | SFP 400B | \$ 525.53 | |
| George Dolezal Library | 3251 Overseas Hwy, Marathon | Simplex | 2001-4431 | \$ 450.45 | |
| Ruth Ivins Center, Health Dept. | 3333 Overseas Hwy, Marathon | Edwards | 1500 Series | \$ 450.45 | |
| Medical Examiner | 56639 Overseas Hwy, Crawl Key | Simplex Grinnel | 4010 FACP | \$ 525.53 | \$ 25.03 |
| Ellis Building | 88800 Overseas Highway, P.K. | FireLite | MP-24 | \$ 600.60 | |
| Plantation Key Courthouse | Highpoint Road, Plantation Key | FireLite | MP-24 | \$ 900.90 | |
| Plantation Key Detention Facility. | 53 Highpoint Road, Plantation Key | FireLite | MS-9200 | \$ 750.75 | |
| Islamorada Library | MM 81.5, Islamorada | Fire Lite | MS-4424b | \$ 600.60 | |
| M. E. Nelson Government and Cultural Center | 102050 Overseas Highway, Key Largo | Siemens | | \$ 1,200.00 | \$ 25.03 |
| Roth Building | 50 Highpoint Road, Tavernier | Edwards | EST-2 | \$ 900.90 | \$ 25.03 |
| Key Largo Library | 101485 Overseas Highway, Tradewinds Shopping Plaza | FireLite | MS-5024 | \$ 600.60 | \$ 25.03 |

| PANIC SYSTEM: | | | | |
|---|------------------------------------|---|---|-------------------------------|
| BUILDING | LOCATION | MANUFACTURER MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
| KW Courthouse Annex | 502 Whitehead St., Key West | Caretaker Plus | \$ 675.68 | \$ 25.03 |
| Judicial Workout Room | 502 Whitehead St., Key West | CH Annex system | | |
| J. Lancelot Lester Building, & Records Storage | 530 Whitehead St. Key West | CH Annex system | | |
| J. Lancelot Lester Building - District 3 Commissioner | 530 Whitehead St. Key West | CH Annex system | | |
| Old Courthouse - District 1 Commissioner | 500 Whitehead St., Key West | CH Annex system | | |
| Old Courthouse - Traffic/Fines | 500 Whitehead St., Key West | CH Annex system | | |
| Freeman Justice Center | 310 Fleming Street, Key West | Navarro - Ademco Vista 128 FBP Panel(digital) | \$ 400.00 | \$ 25.03 |
| Freeman Justice Center | 310 Fleming Street, Key West | Honeywell 7845 GSMR (cellular) | | \$ 15.00 |
| Gato Building - Social Services | 1100 Simonton St., Key West | CADDX | \$ 150.15 | |
| Gato Building - 2 nd floor | 1100 Simonton St., Key West | INOVONICS FA46D 64 | \$ 150.15 | |
| Medical Examiner | 56639 Overseas Hwy, Crawl Key | Simplex Grinnel 4010 FACP | \$ 250.25 | \$ 25.03 |
| Murray E. Nelson Building | 102050 Overseas Highway, Key Largo | CADDX | \$ 250.25 | \$ 25.03 |

- a. Labor - Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays \$ 75.08 per hour
 - b. Labor - Overtime rate for hours not stated above, including holidays and for facilities that conduct critical business such as Courthouses, Tax Collector's offices, and all others identified by the Facilities Maintenance Director in the Specifications \$ 112.62 per hour
 - c. Manufacturers invoice cost of parts and materials Cost + 25%
4. Item 4, PAYMENTS TO CONTRACTOR, Section C of the original agreement is amended to read:
"CONTRACTOR shall submit to COUNTY invoices with supporting documentation acceptable to the Clerk, at completion of the work/repair by the CONTRACTOR and approval by the on-site COUNTY representative. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds."
5. In all other respects, the original agreement dated August 20, 2008 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By *Camely Hancock*
Deputy Clerk

Date JUN 16 2010

[Signature]
Witness

[Signature]
Witness

Date 05-17-10

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By *Sylvia J. Murphy*
Mayor Sylvia J. Murphy

BARNES ALARM SYSTEMS, INC.

By *[Signature]*

Title President

FILED FOR RECORD
2010 JUN 22 PM 2:04
DANNY L. KOLHAGE
CLERK, CIR. CT.
MONROE COUNTY, FL

[Signature]
5/28/11

**AGREEMENT FOR PANIC AND FIRE ALARM SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE AND MONITORING
MONROE COUNTY, FLORIDA**

This Agreement is made and entered into this 20th day of August, 2008, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and BARNES ALARM SYSTEMS, INC. ("CONTRACTOR"), a Florida corporation, whose address is 3201 Flagler Avenue, Suite 503, Key West, FL 33040.

WHEREAS, COUNTY desires to provide panic and fire alarm system annual certification, maintenance and monitoring services for Monroe County, and

WHEREAS, CONTRACTOR desires and is able to provide panic and fire alarm system annual certification, maintenance and monitoring services for Monroe County; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to provide panic and fire alarm system annual certification, maintenance and monitoring services for Monroe County, now therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. THE AGREEMENT

The Agreement consists of this document, the bid documents and the attached exhibits only.

2. SCOPE OF THE WORK:

- A. To include all Fire Alarm maintenance and repairs, testing, annual inspections, and possible expansion of the system, if required
- B. To include all Panic Alarm Systems maintenance and repairs, testing, and certification at a minimum of twice a year or every six months
- C. **REPAIRS (Fire and Panic Systems):**
 - i. Repair and maintenance for alarm systems listed in Item 3, CONTRACT AMOUNT. The Contractor shall be available 24 hours per day, 365 days per year. The Contractor shall be at the site of an alarm system malfunction within two hours of verbal notification by the Owner.

- ii. The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all county maintained alarm systems so that such emergency repair will be completed within 48 hours of notification by the Owner. The Owner shall reimburse the Contractor for the Manufacturer's invoice cost of all parts and materials, plus percentage indicated in the bid form, or less percentage of list cost, (whichever the case may be) that are used in the repair of all County maintained alarm systems. Manufacturer's invoice exceeding \$500.00 may be requested at the discretion of the Owner.
- iii. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use.

Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

D. ADDITIONAL SERVICES

Additional services include, but are not limited to, electronic door lock system installation and/or repair, horn/strobe installation and/or repair, or any other equipment necessary for safety-related issues, and CCTV service. Also, when requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements, and shall invoice the County at the fee schedule rates for labor as specified in the contract.

E. MAJOR COMPONENT FAILURE OR SYSTEM BREAKDOWN

In the event of a major component failure or system breakdown, the COUNTY, when deemed as an emergency situation, shall have the option to request from the CONTRACTOR a proposal/quote for replacement equipment in an amount that could exceed Five Thousand Dollars (\$5,000). Any proposal over \$5,000 must be approved and signed by the Division Director and/or the County Administrator.

3. CONTRACT AMOUNT

The County shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

| FIRE SYSTEM: BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|--|-----------------------------|--------------------------|----------------|---|---------------------------------------|
| Key West Courthouse | 500 Whitehead St., Key West | Simplex | 4100 | \$900.00 | \$25.00 |
| Judicial Workout Room (formerly Juvenile Detention) | 502 Whitehead St., Key West | FireLite | MP-24 | \$225.00 | |
| Sheriff Civil Division | 500 Whitehead St. Key West | Faraday | Firewatch II | \$225.00 | |
| J. Lancelot Lester Building, & Records Storage | 530 Whitehead St. Key West | Notifier | AFP-200 | \$1,800.00 | \$25.00 |

**FIRE AND PANIC ALARM SYSTEM ANNUAL CERTIFICATION, MAINTENANCE AND MONITORING
MONROE COUNTY, FLORIDA**

| FIRE SYSTEM: BUILDING | LOCATION | CONTROL PANEL | MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|----------------------------------|--|--|----------------|---|---------------------------------------|
| Freeman Justice Center | 310 Fleming Street, Key West | Notified AFP-200 – Intelligent Fire Detection & Alarm System | AFP-200 w/CBC | \$ | \$25.00 |
| Bayshore Manor | 5200 College Road, Stock Island | Notifier | System 500 | \$450.00 | \$25.00 |
| Monroe County Fire Station #8 | Stock Island | Firelite | MS-5024 | \$225.00 | |
| May Hill Russell Library | 700 Fleming St. Key West | Notifier | SFP 400B | \$300.00 | \$25.00 |
| Gato Building | 1100 Simonton Street, Key West | Simplex | 4010 | \$600.00 | \$25.00 |
| Harvey Government Center | 1200 Truman Avenue, Key West | Simplex | 4100 | \$900.00 | \$25.00 |
| Big Pine Key Library | 231 Key Deer Blvd. Big Pine Key | Faraday | Firewatch II+2 | \$375.00 | |
| Marathon Government Center | 2798 Overseas Hwy, Marathon | Faraday | MPC-2000 | \$900.00 | |
| Marathon Government Annex | 490 63 rd Street, Marathon | FireLite | MS-4024 | \$450.00 | |
| Marathon Detention Facility | 3981 Ocean Terrace, Marathon | FireLite | Miniscan 4024 | \$450.00 | |
| Marathon Sheriff's Hangar | Marathon Airport | EST | Quick Start | \$450.00 | |
| Marathon Courthouse | 3117 Overseas Hwy, Marathon | Notifier | SFP 400B | \$525.00 | |
| George Dolezal Library | 3251 Overseas Hwy, Marathon | Simplex | 2001-4431 | \$450.00 | |
| Ruth Ivins Center, Health Dept. | 3333 Overseas Hwy, Marathon | Edwards | 1500 Series | \$450.00 | |
| Medical Examiner | 56639 Overseas Hwy, Crawl Key | Simplex Grinnel | 4010 FACP | \$525.00 | \$25.00 |
| Ellis Building | 88800 Overseas Highway, P.K. | FireLite | MP-24 | \$600.00 | |
| Plantation Key Courthouse | Highpoint Road, Plantation Key | FireLite | MP-24 | \$900.00 | |
| Plantation Key Detention Faci. | 53 Highpoint Road, Plantation Key | FireLite | MS-9200 | \$750.00 | |
| Islamorada Library | MM 81.5, Islamorada | Fire Lite | MS-4424b | \$600.00 | |
| Roth Building | 50 Highpoint Road, Tavernier | Edwards | EST-2 | \$900.00 | \$25.00 |
| Key Largo Library | 101485 Overseas Highway, Tradewinds Shopping Plaza | FireLite | MS-5024 | \$600.00 | \$25.00 |

| PANIC SYSTEM: BUILDING | LOCATION | MANUFACTURER MODEL # | ANNUAL INSPECTION AMOUNT (including any possible overtime) | MONTHLY MONITOR AMOUNT |
|---|-------------------------------|---------------------------------|---|---------------------------------------|
| KW Courthouse Annex | 502 Whitehead St., Key West | Caretaker Plus | \$675.00 | \$25.00 |
| Judicial Workout Room | 502 Whitehead St., Key West | CH Annex system | | |
| J. Lancelot Lester Building, & Records Storage | 530 Whitehead St. Key West | CH Annex system | | |
| J. Lancelot Lester Building - District 3 Commissioner | 530 Whitehead St. Key West | CH Annex system | | |
| Old Courthouse - District 1 Commissioner | 500 Whitehead St., Key West | CH Annex system | | |
| Old Courthouse – Traffic/Fines | 500 Whitehead St., Key West | CH Annex system | | |
| Freeman Justice Center | 310 Fleming Street, Key West | to be determined | | |
| Gato Building – Social Services | 1100 Simonton St., Key West | CADDX | \$150.00 | |
| Gato Building – 2 nd floor | 1100 Simonton St., Key West | INOVONICS FA46D 64 | \$150.00 | |
| Medical Examiner | 56639 Overseas Hwy, Crawl Key | Simplex Grinnel 4010 FACP | \$250.00 | \$25.00 |

FIRE AND PANIC ALARM SYSTEM ANNUAL CERTIFICATION, MAINTENANCE AND MONITORING
 MONROE COUNTY, FLORIDA

| | | | | |
|--|-------------------------------|-------------|----------|---------|
| Ellis Building Supervisor of Elections | 88820 Overseas Hwy, Tavernier | CADDX NX-6 | \$250.00 | \$25.00 |
| Ellis Building Traffic | 88820 Overseas Hwy, Tavernier | CADDX NX 6 | \$250.00 | \$25.00 |
| Ellis Building Social Services | 88820 Overseas Hwy, Tavernier | CADDX NX 6 | \$250.00 | \$25.00 |
| Ellis Building Planning | 88800 Overseas Hwy, Tavernier | CADDX NX 6E | \$250.00 | \$25.00 |

- a. Labor – Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays \$ 75.00 per hour
- b. Labor – Overtime rate for hours not stated above, including holidays and for facilities that conduct critical business such as Courthouses, Tax Collector’s offices, and all others identified by the Facilities Maintenance Director in the Specifications \$ 112.50 per hour
- c. Manufacturers invoice cost of parts and materials Cost + 25%

Note: There are no additional costs for travel, mileage, meals, or lodging.

The Contractor’s request for payment must itemize each of the costs stated above.

4. PAYMENTS TO CONTRACTOR

- A. COUNTY’S performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.
- B. COUNTY shall pay in accordance with the Florida Local Government Prompt Payment Act; payment will be made after delivery and inspection by COUNTY and upon submission of invoice by CONTRACTOR.
- C. CONTRACTOR shall submit to COUNTY invoices with supporting documentation acceptable to the Clerk, on a monthly schedule in arrears. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk’s disbursement of funds.

5. TERM OF AGREEMENT

This Agreement shall commence on **September 1, 2008**, and ends upon **August 31, 2011**, unless terminated earlier under paragraph 18 of this Agreement.

The COUNTY shall have the option to renew this Agreement for up to an additional two (2) one-year periods at terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least 30 days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the “term” of this Agreement shall mean the initial term of three (3) years.

The Contract amount shall be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all

Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year..

5. ACCEPTANCE OF CONDITIONS BY CONTRACTOR

CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

6. FINANCIAL RECORDS OF CONTRACTOR

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.

7. PUBLIC ACCESS

The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

8. HOLD HARMLESS AND INSURANCE

CONTRACTOR covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by CONTRACTOR occasioned by the negligence, errors, or other wrongful act or omission of CONTRACTOR, its employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CONTRACTOR to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Where applicable, worker's compensation coverage to apply for all employees at a minimum statutory limit as required by Florida Law, and Employer's Liability coverage in the amount of \$100,000.00 bodily injury by accident, \$500,000.00 bodily injury by disease, policy limits, and \$100,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE: Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. If single limits are provided, the minimum acceptable limits are \$50,000.00 per person, \$100,000.00 per occurrence, and \$25,000.00 property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY: Commercial general liability coverage with limits of liability of not less than \$300,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the COUNTY before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees, agents and volunteers.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

9. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of COUNTY and CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

10. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find CONTRACTOR or any of his employees, subs, servants, or agents to be employees of the Board of County Commissioners of Monroe COUNTY.

11. NONDISCRIMINATION

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to COUNTY and CONTRACTOR to, or the subject matter of, this Agreement.

12. ASSIGNMENT/SUBCONTRACT

CONTRACTOR shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or sub shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

13. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this agreement, CONTRACTOR shall abide by all laws of the Federal and State government, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this Agreement. CONTRACTOR shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

14. DISCLOSURE AND CONFLICT OF INTEREST

CONTRACTOR represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this contract, and thereafter as changes may require, the CONTRACTOR shall notify the COUNTY of any financial interest it may have in any and all programs in Monroe County which the CONTRACTOR sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15. NO PLEDGE OF CREDIT

CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

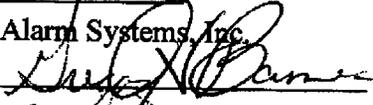
16. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County
Facilities Maintenance Department
3583 South Roosevelt Boulevard
Key West, FL. 33040
and
Monroe County Attorney
Post Office Box 1026
Key Wes, FL 33041-1026

FOR CONTRACTOR:

Barnes Alarm Systems, Inc.
ATTN: 
3201 Flagler Avenue, Suite 503
Key West, FL 333040

17. TAXES

COUNTY is exempt from payment of Florida State Sales and Use taxes. CONTRACTOR shall not be exempted by virtue of the COUNTY'S exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CONTRACTOR shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

18. TERMINATION

- A. The COUNTY or CONTRACTOR may terminate this Agreement for cause with seven (7) days notice to CONTRACTOR. Cause shall constitute a breach of the obligations of either party to perform the obligations enumerated under this Agreement.
- B. Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so with neither party having any further obligation under the terms of the contract upon termination.

19. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

20. MEDIATION

The COUNTY and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

21. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

22. ATTORNEY'S FEES AND COSTS

COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and attorney's fees, in appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of COUNTY and CONTRACTOR. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of COUNTY and CONTRACTOR, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

24. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement,

COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

25. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

26. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

27. CLAIMS FOR FEDERAL OR STATE AID

CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

28. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

29. LEGAL OBLIGATIONS AND RESPONSIBILITIES

This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

30. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

31. ATTESTATIONS

CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

32. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of COUNTY and CONTRACTOR hereto may execute this Agreement by signing any such counterpart.

34. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

35. PUBLIC ENTITY CRIME INFORMATION STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

36. MUTUAL REVIEW

This agreement has been carefully reviewed by Contractor and the County therefore, this agreement is not to be construed against either party on the basis of authorship

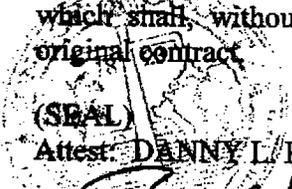
37. INCORPORATION OF BID DOCUMENTS

The terms and conditions of the bid documents are incorporated by reference in this contract agreement.

38. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract



(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: [Signature]
Deputy Clerk

Date: AUG 20 2008

WITNESSES FOR CONTRACTOR:

[Signature]
Signature

8/1/08
Date

[Signature]
Signature

8/1/08
Date

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: [Signature]
Mayor Mario DiGennaro

Date: AUG 20 2008

[Signature]
Signature of person authorized to legally bind Corporation

Date: 8/1/08

GREGORY H. BARNES
Print Name

Address: 3201 Flagler Avenue, #503
Key West, Florida 33040
Telephone Number: (305)294-6753

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
PEDRO J. MERCADO

ASSISTANT COUNTY ATTORNEY MAY 2008
Date: 8/5/08

2008 AUG 22 PM 2:05
DAIRY
CLERK
MONROE COUNTY, FLA

FILED FOR RECORD