

DUCK KEY SECURITY DISTRICT ADVISORY BOARD MINUTES OF SEPTEMBER 1, 2015

BOARD MEMBERS PRESENT:

Sherry Popham, Chair
Philip Kircher, Secretary
Tom Neville
A. Dennis Kulig
Sylvia Hernandez
Mary Balazs

BOARD MEMBER(S) ABSENT:

Rick Sherman, Vice Chair

QUORUM PRESENT:

Yes

OTHERS PRESENT:

Capt. Gene Thompson, MCSO; Lt. Derek Paul, MCSO; Detective Scott Ward, MCSO; John Cedillo, Hawks Cay Resort; Simon Leird, Keys Security, Inc.; Troy Smith, TYCO; Gonzalo Cotilla, TYCO; Kenrick Herrmann, TYCO; George Shattock, Sundance Sports and Duck Key Resident; Dave Maki, Duck Key Resident; Carolyn Maki, Duck Key Resident; Susie Ward, Duck Key Resident and DKSDAB staff

Proceedings:

- Meeting called to order 8:00 a.m. by Sherry Popham
- Location of meeting: Hawks Cay Resort, Dolphin B Conference Room
- Date of Meeting: September 1, 2015

MOTION to Approve/Amend the September 1, 2015 Agenda

A motion was made to approve the September 1, 2015 Agenda by Philip Kircher, seconded by Mary Balazs as presented.

MOTION CARRIED

MOTION to Approve/Amend the July 7, 2015 and July 29, 2015 Minutes

A motion was made to approve the July 7, 2015 and July 29, 2015 Minutes by Sylvia Hernandez, seconded by Philip Kircher as presented.

MOTION CARRIED

STANDING REPORTS

Ex-Officio DKSDAB Members MCSO, Capt. Gene Thompson. 1) From the good work of the crime investigation unit, able to identify the vehicle that stole a boat from under a Duck Key house and MSCO is hopeful on recovering the boat. 2) Continuing the work on speed abatement – 2 tickets and several warnings. The sign

board will be placed on Duck Key again. 3) Duck Key Residents need to lock boat/jet ski trailers, vehicles and keep valuables out of sight to prevent crimes of opportunity.

Keys Security, Simon Leird. 1) Will have his staff on Saturdays look for unlocked trailers and try to contact the owners. 2) Hours of operation: Saturdays 1:00 pm to 5:00 am and rest of week 7:00 pm to 3:00 am.

Hawks Cay representative, John Cedillo. 1) Sheldon Suga has returned to Hawks Cay Resort as the managing director. 2) Hero's Salute over the Labor Day Weekend.

DKPOA, Sylvia Hernandez. 1) Read a letter from DKPOA – please see attachment to these minutes. Sherry Popham made a request to Simon Leird, at the next meeting, to advise the Board how Keys Security staff is trained.

FWC, no report.

OLD BUSINESS

- A. Camera service contract. Sherry Popham opened a discussion between Board Members and TYCO representatives on the revised and final bid – please see attachment to these minutes. Troy Smith has reduced the price for the Service Charges and added one annual inspection of all cameras and UPS surge/power protection. Sherry Popham thanked Capt. Gene Thompson for MCSO's contribution of \$10,000.00 towards the camera project. Sherry Popham reminded the Board Members of the Strategic Planning Session and the Board's first priority was to have cameras on all the bridges and to use the money that is in reserves. Philip Kircher voiced concerns of overextending DKSDAB's budget – please see attachment to these minutes. Tom Neville and Philip Kircher voiced concerns regarding the utility charges from Comcast and FKEC. Philip Kircher volunteered to talk to Clark Briggs regarding the utility costs. Dennis Kulig and Sylvia Hernandez voiced concerns regarding a timely response to calls for service. Mary Balazs believes that the cameras have proved their worth and the best value for our money. Sherry Popham believes the cameras are a deterrent to crime and is one reason Duck Key has a low crime status.

MOTION: TO ACCEPT TYCO'S REVISED CONTRACT

Motion was made first by Mary Balazs, seconded by Sylvia Hernandez.

VOTE:

Sherry Popham: Yea

Tom Neville: Yea

Dennis Kulig: Nay

Sylvia Hernandez: Yea

Mary Balazs: Yea

Philip Kircher: Nay

MOTION CARRIED

(Please see attachment to these minutes: TYCO contract and MCSO's money contribution)

- B. Request to MCSO for increased enforcement with an objective of speed abatement. Capt. Gene Thompson addressed this in his Standing Report.
- C. Residents request for DKSDAB to address safety/security concerns presented by the sandbar activity occurring on the southwest side of Duck Key. Sherry Popham thanked Det. Scott Ward for volunteering his time to patrol the sandbar activity. Det. Ward was undercover and found this activity: noise; smell of marijuana; no walking on the breakwater; asked the boaters how they came to this sandbar and most answered they grew up here or heard about this sandbar from friends; anytime there is visual law enforcement, criminal activity stops; most sandbar activity is during the weekends between the hours 12:30 pm – 5:30 pm. After attending a NMS SAC meeting, Sherry Popham questioned if the sandbar activity is more of a nuisance/social issue or security issue. Tom Neville believes during the winter months this sandbar activity will lessen. George Shattock has loaned his equipment (jet skis and boats) to Hawks Cay Resort for patrolling. Sherry Popham is looking into who owns the bay bottom at the break-wall; possible county ordinance to prevent gatherings, no anchoring, within 300 feet of improved shoreline.
- D. Requests to County. The county attorney is still researching DKSDAB's scope of authority. No new information on sidewalks.
- E. Crime Watch – Scott Ward. Crime watch meetings once or twice a month; crime watch signs are provided by MCSO; need volunteers to report suspicious activity to MCSO.

NEW BUSINESS

- A. Discussion. Action required with cameras when incident occurs.

MOTION: CONTACT SUSAN WARD, STAFF FOR DKSDAB, WHEN AN INCIDENT OCCURS ON DUCK KEY TO REVIEW THE CAMERA VIDEO FOOTAGE AT A COST OF \$15.00/HOUR

Motion was made first by Philip Kircher, seconded by Mary Balazs.

MOTION CARRIED

PUBLIC COMMENT

Continue to work on contact information, email and phone, for Duck Key Residents and caretakers.

**MOTION TO ADJOURN THE MEETING, FIRST BY MARY BALAZS AND SECONDED BY SYLVIA HERNENDEZ
MOTION CARRIED**

Meeting closed: 9:42 a.m.

Next Scheduled Meeting: November 3, 2015

Next Scheduled Meeting Location: Hawks Cay Resort

Minutes submitted by: Susan Ward, 258 W Seaview Drive, Duck Key, FL 33050 susaneward@gmail.com
305-393-7157

Attachment: TYCO's Contract and MCSO's money contribution; Philip Kircher's information; DKPOA's letter

Tyco Terms and Conditions of Sale



1. **Offer and Contract** – The following terms, together with such terms as are set forth on the face of this Sales Quotation, with such plan, specifications, or other documents as are incorporated by reference on the face of this Sales Quotation, and with such additional terms as are approved in writing by Tyco in a Change Notice issued by it to this Sales Quotation, constitute the offer of Tyco to Purchaser and shall, when accepted, constitute the entire order or contract between Tyco and Purchaser. Tyco hereby gives notice of its objection to any different or additional terms. Such Sales Quotation shall be deemed to have been accepted upon (a) Tyco's receipt of the attached acknowledgement copy duly executed by Purchaser, (b) Tyco's receipt of Purchaser's Purchaser Order for the equipment evidenced on the Sales Quotation, (c) Tyco's shipment of the products identified herein, or (d) Tyco's commencement of the manufacture of such products (if such products are to be specially manufactured for Purchaser), whichever occurs first. Any reference herein or elsewhere to any proposal, Quotation, or other communication by Purchaser shall, unless indicated to the contrary herein, be deemed to be limited to the description of the products.

All orders are subject to credit approval. Prices will be held firm for 30 days from the date of this Sales Quotation.

2. **Delivery, Title and Risk of Loss** – All shipments will be made F.O.B. Tyco's designated shipping point. Delivery of equipment by Tyco or Tyco's agent to a carrier shall constitute delivery to the Purchaser. Title to each item of equipment shall pass to the Purchaser only upon full payment thereof, but risk of loss shall pass to the Purchaser upon its delivery by Tyco or Tyco's agent to the carrier (regardless of whether payment has been made). All claims for loss and damage must be made by the Purchaser to the carrier. Claims for shortages or other errors must be made to Tyco within 30 days after receipt of shipment and failure to give such notice shall mean unqualified acceptance by Purchaser.

Tyco agrees to ship equipment to Purchaser only on Purchaser's order. Tyco will endeavor to fill Purchaser's orders promptly but shall not be liable for any loss or damage because of delay in shipment or because of failure to ship. Tyco may refuse to accept an order and may delay or postpone shipment or delivery for any reason it deems sufficient.

3. **Payment; Default** – Terms of payment shall be as stated on the front page of this Sales Quotation. Until the full purchase price of the merchandise sold hereunder is paid by the Purchaser, Tyco shall have, and is hereby granted by the Purchaser, a purchase money security interest in the equipment sold hereunder in accordance with the Uniform Commercial Code. The Purchaser further agrees to execute such financing statements and other documentation as Tyco may reasonably request in order to perfect such security interest. The Purchaser authorizes Tyco to file financing statements with respect to such security interest without the additional signature of the Purchaser wherever such filing is permitted by law.

Failure of the Purchaser to pay the amounts due hereunder, or its insolvency, bankruptcy, assignment for the benefit of creditors, or its dissolution or termination of existence, shall constitute a default and shall afford to Tyco all remedies of a secured party under the Uniform Commercial Code. In addition, Tyco may repossess the equipment without notice and the Purchaser agrees to pay Tyco's costs and expenses of collection and/or repossession, including the maximum attorney's fees permitted by law.

4. **Returns and Allowances** – Any and all requests for cancellations, returns, allowances or adjustments must be made in writing to Tyco within 30 days after receipt of shipment (failure to give such notice shall mean unqualified acceptance by Purchaser) and must be authorized in advance and in writing by Tyco. All returns are subject to final review by Tyco and, if accepted, (a) non-warranty returns will be subject to Tyco's then current restocking and refurbishing (if required) charges; and (b) non-warranty repairs will be subject to Tyco's then current minimum charge therefor.

5. **Taxes and Other Charges** – Duties, sales, use, excise or similar taxes imposed by any authority as applicable to Purchaser's orders are in addition to the purchase price or prices of the equipment sold hereunder, and the Purchaser assumes all responsibilities for the payment thereof. Should Tyco be required to collect or to pay such duties or taxes, the Purchaser agrees to pay Tyco such amounts at the time of its payments to Tyco for the equipment ordered. Any personal property taxes assessable on the equipment after delivery to the carrier shall be borne by the Purchaser.

6. **Warranties and Limitations** – Tyco warrants all equipment against defects in materials and workmanship for a period of 90 days from the date of shipment to the Purchaser. Tyco is not responsible for the installation or the maintenance of the equipment or for any personal injury or property damage resulting from the failure of such equipment to operate properly or for the removal or reinstallation of such equipment. Tyco's sole responsibility for defective equipment shall be to repair such equipment as is found to be defective within the above-mentioned 90 day period free of charge at Tyco's facilities when accepted by it.

Warranty repairs or replacements will be made at an Tyco's specified facility. Transportation costs to this location shall be pre-paid by the Purchaser or its customers. Return shipping, after repair or replacement has been effected, will be paid by Tyco. Any disputes regarding matters of warranty and Tyco's administration of same will be resolved at the sole discretion of Tyco.

This warranty does not apply to damage resulting from accidents, acts of God, abuse, misuse, abnormal usage, faulty installation, or repair by unauthorized persons.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE; AND TYCO'S LIABILITY UNDER NO CIRCUMSTANCES SHALL EXCEED THE PURCHASE PRICE FOR THE SPECIFIC EQUIPMENT ON WHICH LIABILITY IS CLAIMED. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST TYCO MORE THAN ONE YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IT IS FURTHER AGREED THAT THE LIMITATION ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED TYCO COMPANIES.

7. **Excusable Delays** – Tyco shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulties, acts of God, an act of any government authority or of the Purchaser, riot, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or due to any cause beyond Tyco's reasonable control.

8. **Assignment** – This agreement cannot be assigned by Purchaser without the prior written consent of Tyco.

9. **Integration** – This Sales Quotation contains the entire Agreement between the parties concerning the matters set forth herein and may only be amended by a writing signed by an authorized representative of each party. All terms and conditions set forth in any Purchase Order, plans, specifications, proposal, Quotation or other document of the Purchaser are hereby superseded. If any provision is held to be unenforceable, the parties agree that all other provisions of this Sales Quotation shall remain in full force and effect.

10. **General** – This Sales Quotation shall be governed by, and construed according to the laws of the state in which Tyco's office identified on the face hereof is located. Unless the contrary is specifically stated, all rights and remedies provided herein shall be in addition to, and not in place of, those provided by applicable law. The titles of the articles set forth above are for convenience only and shall not be applied to limit or restrict the meanings of the same.

August 26, 2015

Duck Key Property Owners Association (DKPOA)

A Resolution for consideration by the Duck Key Security Advisory Board (DKSAB)

The Board of the DKPOA has passed the following resolution to be presented by Sylvia Hernandez at the next meeting of the DKSAB.

In response to concerns raised and documented by several residents of Duck Key, the DKPOA Board would like to ask the DKSAB to consider approaching the Sherriff's department to request a more continuous police presence on Duck Key, including, at minimum, weekend patrols of the near-shore sandbars. The property owners seek to minimize the impact to the Duck Key Island residents private enjoyment of their properties caused by disruptive behavior of visitors to the Island and of the boaters that anchor on local sandbars.

Further, the DKPOA Board would like to request the DKSAB to review the effectiveness of the existing Private Security service with particular attention to surveillance training, the ability to obtain a rapid reaction from the Sherriff's department in emergencies, and the ability to address the nuisance behavior by boaters in near shore waters off Duck Key.

On behalf of the DKPOA,

David Williamson, President



COMMERCIAL SALES AGREEMENT

TOWN NO. 0122-HOMESTEAD, FL CUSTOMER NO. 112203661 JOB NO. PO NO. ESTIMATE NO. 1-1H4P7DG

DATE: 8/28/2012

Tyco Integrated Security LLC ("Tyco")

Monroe County Board of County Commissioners d/b/a: Duck Key Security System & Installation ("Customer")

Troy Smith 3133 Commerce Parkway, Miramar, FL 33025 Tele. No. (954) 415-9880

Customer Billing Information 1100 Simonton St., # 1-213, Key West, FL 33040 Attn: Tele. No.

Customer Premises Served 1100 Simonton St., # 1-213, Key West, FL 33040 Attn: Sherry Popham Tele. No. (305) 292-4466

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter (e) State Specific Forms, if applicable (e.g., local permit applications)
(b) Scope of Work / Schedule(s) of Protection (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(c) Terms and Conditions (g) If multiple locations, see attached schedule
(d) Additional Terms and Conditions

II. CHARGES AND FEES: Customer agrees to pay the Sum of \$64,215.98 ("Installation Charge") with \$0.00 payable upon acceptance of this Agreement ("Installation Charge Deposits") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC" or any other Service(s)). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$8,860.80 per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

TYCO INTEGRATED SECURITY LLC

CUSTOMER: _____

Presented by: _____ (Signature of Tyco Sales Representative)

Accepted By: _____ (Signature of Customer's Authorized Representative)

Sales Agent: Troy Smith Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0122-HOMESTEAD,
FL

CUSTOMER NO.
112203661

JOB NO.

PO NO.

ESTIMATE NO.
1-1H4P7DG

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Tyco agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	Closed Circuit Television PROVIDED
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection:	Maintenance Quality Service Plan and 1 Video Inspection PROVIDED
Additional Services:	No Service Selected

C. Equipment to be Installed ("Equipment"): Tyco will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Tyco at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Tyco Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Duck Key Dr Bridge Entering/Leaving	
2	KBE-498V28-20 / BOSCH	
2	Power Supp,120VAC 60Hz, 24VAC 50VA Out 0000053216	
2	Mount Pole Adapter, Stainless Steel Straps, LTC 9210, LTC 9212, LTC 9215, VDA-WMT-DOME	
1	Bimini & Harbour Dr Bridges	
2	PSOD-192420FT, Outdoor Cabinet with Fan / TESSCO	
3	KBE-498V28-20 / BOSCH	
5	Power Supp,120VAC 60Hz, 24VAC 50VA Out 0000053216	
3	Mount Pole Adapter, Stainless Steel Straps, LTC 9210, LTC 9212, LTC 9215, VDA-WMT-DOME	
2	Mount Adapter, White	
1	Seaview Dr Bridge	
1	PSOD-192420FT, Outdoor Cabinet with Fan / TESSCO	
1	DVR 5000 4ch with 2TB HDD	
1	KBE-498V28-20 / BOSCH	
2	Power Supp,120VAC 60Hz, 24VAC 50VA Out 0000053216	
1	Mount Pole Adapter, Stainless Steel Straps, LTC 9210, LTC 9212, LTC 9215, VDA-WMT-DOME	
1	Mount Adapter, White	
13	ADI \$ Ditek Video Surge Protector	
5	BACK-UPS ES BATTERY BACK UP 8 OUTLET 650VA 120V 5' CORD 3/4" X 11.2" X 7.1"	
1	Programming	
1	Install Training	
1	Project Management	
1	Hotel Charges	
3	VER-L2RS-2 DINION CAPTURE 5000 LPR WLED - INCLUDED ON BOX AGREEMENT	
2	DVR 5000 4ch with 2TB HDD - INCLUDED ON BOX SALE AGREEMENT.	

1	AS NOW INSTALLED:	
2	CCTV System	
4	2 Exterior Overview Cameras / 2 LPR Cameras	
2	Digital Video Recorder	
2	Power Supply	
2	Mount	
2	Environmental Housing	

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Sherry Popham 305-743-6341. Tyco IS contact is Troy A. Smith 954-415-9880.

System Operation: Tyco IS will install two (2) new overview cameras to the existing polls on the Truman Bridge. 1. Overview Camera viewing traffic leaving the Island. 2. Overview Camera viewing traffic entering the Island. Tyco IS will install three (3) new polls leading into Plantation, Harbor and Yacht Club with the following. 1. Bosch License Plate Reading Camera. 2. Bosch Overview Camera to back up License Plate Reading Camera. 3. NEMA 4X Enclosures, Mounted at County Provided height of mean of local high tide and to customer provided IP Addresses and Power. 4. Tyco IS to provide UPS devices and Power Supply. POLLS WILL BE INSTALLED NO CLOSER THAN 6' FROM EDGE OF ROAD.

Programming Info: Tyco IS will program systems with License Plate reading cameras and overview cameras to recorders. Tyco IS will program recorders for remote viewing with customer provided internet.

Site Conditions: Monroe County Right of Way. Center Island to Plantation. Plantation to Harbor. Plantation to Yacht Club. POLLS WILL BE INSTALLED NO CLOSER THAN 6' FROM EDGE OF ROAD.

Existing Equipment: All existing equipment is currently under Tyco IS Quality Service Program.

Customer Expectations: All installation, programming, inspections, and training will take place Monday – Friday 8am – 5pm. POLLS WILL BE INSTALLED NO CLOSER THAN 6' FROM EDGE OF ROAD.

Training Expectations: Tyco will train all necessary personnel on proper system operations. This includes remote viewing with customer provided internet.

General Comments: Customer agrees to pay, or reimburse Tyco for the purchase of any required permits and payment of any fees assessed by the AHJ, in addition to reasonable administration fees assessed by Tyco to obtain and maintain such permits. Tyco makes every reasonable attempt to estimate and collect such fees from Customer in advance of the installation; however, in some cases it is not practicable or possible to do so. In such event, Customer will be invoiced for the fees owed and balance due. POLLS WILL BE INSTALLED NO CLOSER THAN 6' FROM EDGE OF ROAD.

Customer Responsibilities / Tyco Exclusions: Customer is responsible for granting access to facility during normal business hours (Monday - Friday 8am - 5pm) for installation, testing, and training purposes. Customer will provide and maintain power outlets at the location of the Tyco installed Systems. Customer will provide and maintain Modem and IP addresses at device locations per Tyco specifications. Customer will provide and maintain power to Tyco Integrated Security provided systems. Customer will provide Internet connection with open IP port for communication purposes as well as remote viewing.

Documentation Needs: Product information on panel may be left with new equipment. _____ Customer Initials Tyco Rep Initials.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Tyco agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3. Maintenance Service/Quality Service Plan ("QSP"). 1. If QSP is purchased, Tyco will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under QSP and any requested QSP Service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Tyco's then applicable rates. Additional charges may apply for QSP Service requiring the use of a lift. Tyco's obligation to perform QSP Service relates solely to the covered Equipment. 2. If QSP is not purchased prior to the expiration of the Equipment Warranty, Tyco will provide such QSP Service only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Tyco's specifications and/or the standards set by applicable law. 3. QSP Service will be furnished during Tyco's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). QSP Service performed outside of these hours is subject to additional charges. Provision of QSP Service is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.4. Testing/Inspection Service ("TI"). If TI Service is purchased, Tyco will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such TI Services will be furnished during Tyco's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). TI Service performed outside of these hours is subject to additional charges.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.7. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.8. DataSource Service. Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Tyco's receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor, if applicable; (d) Customer provides Tyco (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Tyco will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions, (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Tyco authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Tyco will provide Customer with email and telephone support on the Covered Software. Tyco then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Tyco's discretion as a software fix or workaround. Tyco will periodically advise Customer on Tyco's progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Tyco may be unable to resolve Problem due to (a) Tyco's inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (c) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as a "Tyco Supplier") has not provided a resolution or workaround. If Tyco is unable to resolve or correct a Problem, Tyco will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Tyco makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Tyco's then-current hourly rates as such upgrades become available from the Tyco Supplier. On Site Engineer Support Services. If Tyco determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Tyco will provide ESS on a time and materials basis at Tyco's then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Tyco using a Tyco furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Tyco's then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Tyco nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Tyco and/or Tyco Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Tyco's and/or Tyco Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank - Lynx System/Services have not been purchased.

A.15. RFID Tracking System ("System"). Intentionally left blank - RFID Systems have not been purchased.

A.16. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (RIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Tyco's sole discretion, with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Tyco's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Tyco-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Tyco, or from parts, equipment, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Tyco for Warranty Service and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C. System Requirements, Miscellaneous. The following provisions apply to all Systems, Equipment, or Services installed or furnished by Tyco under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS), TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5. Training Services. Tyco provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway. (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system.

7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Tyco. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Tyco to collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) expressly authorize Tyco to use such personal information to administer the relationship and the agreement between Customer and Tyco, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided; (f) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to self-confirm a service/installation appointment; and/or (g) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Tyco under the terms and conditions of this Agreement. The Equipment and Services provided by Tyco under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Tyco which shall contain the alarm industry specific terms and conditions found on www.tycois.com/standardandc.

1. Indemnity. (a) Tyco shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Tyco's agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Tyco, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Tyco's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Tyco's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Tyco is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Tyco does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Tyco is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Tyco's liability shall be limited to the sums paid by

Customer for the Equipment or Services at issue as Customer's sole remedy. Tyco is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1 There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Tyco's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2 Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating Instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Tyco is unable to obtain or continue to support technologies, Telecom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Tyco will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Tyco, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Tyco.

H. Waivers. 1 Waiver of Jury Trial. CUSTOMER AND TYCO BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2 Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1 Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2 Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3 FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4 Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Tyco harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco as a result of an allegation or claim of noncompliance with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5 Insurance. Tyco maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes. 6 Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7 Reroute. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1 Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Tyco will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2 Open Source Software. Tyco represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Tyco first being obtained. Tyco shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. License Information. AL 2014/15-1498,1499,1500,1501, 502,1542,594,595 The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 38381, 5430 Fairbanks Street, Suite 8 Anchorage, AK 99507 AR 0030740116, 003587, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489 CA ACO7207, 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 DC ECS1327 FL EF20000413, EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVA204776, LVA205526, LVU001160, LVU004635 HI CT-32427 IL 127001526 MA 45-C MI 3801208461, 5103373, 6080 Torrey Rd. Suite F Flint, MI 48504; MN T5651063 MS 15024098 NC 846-CSA, 4901 Glenwood Ave., Suite 200, Raleigh, NC 27612, (919) 788-5320 NM 375283 NV 0077542 NY 12000305846, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-29-0003, 50-48-1032, 50-57-1119, 53-31-1582 OK 67 OR CLE322, 197010; PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, TSC2726, AF-09170 TN C-1704, -1705, -1706 -1707, -1708, -1709, -1710, -1711 TX B00536, 4200 Buckingham Road Ste 150, Ft Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752 JT 8390557-5501 VA 11-7567, 11-7580, 11 7575, 11-7591, 11 7589, 11-7578, 27051477654 WA TYCOIS886600, 11824 N Creek Pkwy, #105, Bothell, WA 98011 WV 050291. Additional information is available at www.tycos.com or by calling 1 800-2TYCOIS. FL: EF20000890.

TYCO HEALTHCARE CORPORATION



COMMERCIAL SALES AGREEMENT

TOWN NO.
0122-HOMESTEAD,
FL

CUSTOMER NO.
1122C3661

JOB NO.

PO NO.

ESTIMATE NO.
1-1H4P7DG

ADDITIONAL TERMS AND CONDITIONS

DATE: 8/28/2012

Tyco Integrated Security LLC ("Tyco")

Monroe County Board of County Commissioners
d/b/a: Duck Key Security System & Installation
("Customer")

Troy Smith
3133 Commerce Parkway,
Miramar, FL 33025
Tele. No. (954) 415-9880

Customer Billing Information
1100 Simonton St., # 1-213,
Key West, FL 33040
Attn:
Tele. No.

Customer Premises Served
1100 Simonton St., # 1-213,
Key West, FL 33040
Attn: Sherry Popham
Tele. No. (305) 292-4466

Notwithstanding anything in the Agreement to the contrary, Tyco and Customer agree as follows:

Terms and Conditions
Scope of Work. Tyco will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may situations where, due to local requirements, Tyco will not be permitted to contract with Customer for certain specialized services such as fire suppression or lock-smith services. In such cases, Tyco will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco and Customer's exclusive remedy will be to obtain a refund for any such work not performed.
Annual Service Charge - Initial Term. Tyco agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.
Ceiling Tiles, Painting, Patching. Tyco is not responsible for damaged ceiling tiles, painting or patching.
Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.
Customer agrees to pay, or reimburse Tyco for the purchase of any required permits and payment of any fees assessed by the AHJ, in addition to reasonable administration fees assessed by Tyco to obtain and maintain such permits. Tyco makes every reasonable attempt to estimate and collect such fees from Customer in advance of the installation; however, in some cases it is not practicable or possible to do so. In such event, Customer will be invoiced for the fees owed and balance due.
Changes and Extras. No changes, modifications, additions or deletions to the Work will be performed unless the following are agreed to in a signed writing: (1) Specifications, (2) Adjustment to Work Schedules, and (3) Adjustment to the Contract Price reflecting price conditions on the date of the change, modification, addition or deletion. The Customer may defer the dates for commencement or prosecution of the Work upon giving reasonable notice to Tyco and for reasonable cause, and any such change will be treated as a suspension of the Work. The Customer may request overtime and additional shifts subject to Tyco's reasonable ability to comply with the request, and the additional Work requested will be subject to Tyco's standard labor rates for the geographic area and shifts involved. Any associated costs will be added to the contract price.
Change Orders. Any changes in the Work, Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer. In full, prior to commencement of the Work.
Point of Connection. If a connection is made to any Customer-owned equipment, (1) Customer will furnish at Customer's own expense relays or other facilities required for the connection; (2) Tyco assumes no responsibility for the maintenance, operation, non-operation actuation, non-actuation or needless or erroneous actuation of the Customer-owned equipment; (3) if the Customer-owned equipment is not in good operating condition, Tyco may terminate any services; and (4) Tyco will not be held liable for damage or be subject to any penalty as a result of such termination.
Electrical Power. Customer is responsible for providing 110V power at each device location.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED SECURITY LLC

CUSTOMER: _____

Presented by: _____
(Signature of Tyco Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Troy Smith
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

Philip Kircher

From: Philip Kircher <pskircher@hotmail.com>
Sent: Tuesday, August 25, 2015 12:08 PM
To: 'susan ward'; 'Sherry Popham'; 'Rick Sherman'; 'dennis kulig'; 'tom neville'; 'Sylvia Hernandez'; 'Mary Balazs'
Subject: RE: paperwork for your review before meeting

Sherry,

It is my understanding that our current property assessment brings in revenue of \$75,000 per year.

I believe our annual contract with Duck Key Security, combined with our annual service contract from the latest Tycho bid (And we still don't know how much Comcast and FKEC are going to charge us on an annual basis) may put us at or above property assessment revenue. When we read the contract from Tycho, it included new cameras for the Truman Bridge so it was my understanding that this \$7,238 yearly service charge was the total annual price, not an "in addition to" price. The new total annual service charge as now quoted is \$11,076.

I'd like to get a quote from Tyco for overview cameras on all the remaining bridges (But just overview cameras, not the plate readers). Included with that, a quote for service for all the cameras including Truman Bridge. I recall hearing the Sheriff say that the plate readers on Truman Bridge would almost always be sufficient. We could then look at that as an alternative if we decide the costs as now presented are too high.

I know this has been dragging on for months and we all want to get past it, but I am just not comfortable with a new contract that may eventually require us to increase the property assessment.

Sincerely,

Philip Kircher

From: susan ward [<mailto:susaneward@gmail.com>]
Sent: Tuesday, August 25, 2015 10:30 AM
To: Sherry Popham; Rick Sherman; Philip Kircher; dennis kulig; tom neville; Sylvia Hernandez; Mary Balazs
Subject: paperwork for your review before meeting

Hello.

Attached are the last 2 meeting's minutes, the last 2 bids from Tyco and the MCSO's 10K donation.

Thank you . . .

susie
305.393.7157

Philip Kircher

From: Philip Kircher <pskircher@hotmail.com>
Sent: Friday, August 28, 2015 2:02 PM
To: 'susan ward'; 'Sherry Popham'; 'Rick Sherman'; 'dennis kulig'; 'tom neville'; 'Mary Balazs'; 'Sylvia Hernandez'
Subject: RE: BOCC Fund report for 2013 and 2014

All,

So I've had a chance to review the utility costs for the Truman Bridge cameras. According to the fund report, we pay about \$140 a month to Comcast for the cameras' internet connection and an additional \$90 a month for electricity.

We have to assume the costs will be similar for the other three bridges? Has Tyco given us any information about whether or not Comcast will look at each one independently or if we will get a multi-location price break?

I assume the bills would be cut in half at each other bridge location because we would only be running cameras on one side of the bridges.

Let's look at what it could cost if Comcast charges us the same amount for each hook up. Three cameras at about \$115 a month, plus the Truman bridge cameras at \$230 a month puts us at about \$575. That works out to about an additional \$7,000 a year.

That's in addition to the \$11,076 charge by Tyco. If we are charged the full rate at each bridge, now just to run and maintain the cameras we may be looking at about \$18K per year.

That combined with the money we pay to Keys Security puts us well over the \$75K a year now coming in from the tax assessment.

If my math is wrong, let me know.

Sincerely,

Philip Kircher

From: susan ward [<mailto:susaneward@gmail.com>]
Sent: Friday, August 28, 2015 12:59 PM
To: Sherry Popham; Rick Sherman; Philip Kircher; dennis kulig; tom neville; Mary Balazs; Sylvia Hernandez
Subject: BOCC Fund report for 2013 and 2014

Hello All.

Attached are 2 years of revenue and disbursements to give you an idea of what Comcast, FKEC, Keys Security and office. (Phil wanted this information).

Best . . .

susie
305.393.7157

MONROE COUNTY BOARD
EXPENDITURE AUDIT TRAIL

SUNGARD PENTAMATION
DATE: 08/28/2015
TIME: 09:08:58

SELECTION CRITERIA: explcdgr.key.orgn='04501'
ACCOUNTING PERIODS: 1/14 THRU 13/14

SORTED BY: FUND,FUND/COST CT,ACCOUNT
TOTALLED ON: FUND,FUND/COST CT

PAGE BREAKS ON:

FUND - 152 - DUCK KEY SECURITY DIST
FUND/COSTCTR - 04501 - DUCK KEY SECURITY SP DIST

ACCOUNT	DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
530410	12/04/13	21-3	00046677-01	111213	009354 COMCAST		139.85	-139.85 0344273 11/21 - 12/20	
	12/04/13	21-3	00046677-01	112213	009354 COMCAST		141.90	-141.90 0338168 12/02-01/01	
	12/06/13	21-3	00046677-01	112213	009354 COMCAST		-141.90	141.90 0338168 12/02-01/01	
	12/06/13	21-3	00046677-01	112213	009354 COMCAST		-139.85	-139.85 0344273 11/21 - 12/20	
	12/07/13	20-3	00046677-01	594269	009354 COMCAST		139.85	-139.85 0344273 11/21-12/20	
	12/07/13	20-3	00046677-01	594269	009354 COMCAST		141.90	-141.90 0338168 12/02-01/01	
	12/23/13	20-3	00046677-01	594269	009354 COMCAST		219.14	-219.14 0344273 12/21-01/26/14	
	01/08/14	21-4	00046677-01	595323	009354 COMCAST		164.29	-164.29 0338168 01/02-02/01	
	01/22/14	21-4	00046677-01	595791	009354 COMCAST		155.35	-155.35 0344273 1/21-2/20	
	02/05/14	21-5	00046677-01	596181	009354 COMCAST		146.40	-146.40 0338168 02/02-03/01	
	02/07/14	25-5	00046677-01	702		2,260.00		BUDGET TRANSFER	
	02/07/14	17-5	00048129-01		92217 COMCAST		289.20	2,260.00 INTERNET SERVICES PROVIDE	
	02/24/14	20-5	00048129-01	596811	92217 COMCAST		325.49	-325.49 8495600830344273	
	03/05/14	21-6	00048129-01	597143	92217 COMCAST		182.29	-182.29 8495600830338168	
	03/19/14	21-6	00048129-01	597584	92217 COMCAST		149.35	-149.35 8495 60 083 0344273	
	04/23/14	21-7	00048129-01	598742	92217 COMCAST		139.85	-139.85 8495 60 083 0344273	
	05/21/14	21-8	00048129-01	599519	92217 COMCAST		42.39	-42.39 8495 60 083 0338168	
	06/04/14	21-9	00048129-01	599973	92217 COMCAST		139.85	-139.85 8495 60 083 0344273	
	07/02/14	21-10	00048129-01	600921	92217 COMCAST		139.85	-139.85 8495 60 083 0344273	
	07/02/14	21-10	00048129-01	600921	92217 COMCAST		136.90	-136.90 8495 60 083 0338168	
	07/03/14	21-10	00048129-01	601150	92217 COMCAST		139.85	-139.85 8495 60 083 0344273	
	07/03/14	20-10	00048129-01	600921	92217 COMCAST		136.90	-136.90 8495 60 083 0338168	
	07/03/14	20-10	00048129-01	600921	92217 COMCAST		-139.85	139.85 8495 60 083 0344273	
	07/15/14	18-10	00046755-01		000515 FEDERAL EXPRESS		-136.90	136.90 8495 60 083 0338168	
	07/15/14	18-10	00046755-01		000515 FEDERAL EXPRESS		.00	CHANGE ORDER - 1	
	07/17/14	21-10	00048129-01	601396	92217 COMCAST		149.35	-149.35 8495 60 083 0344273	
	08/06/14	21-11	00048129-01	700622	92217 COMCAST		136.90	-136.90 8495 60 083 0338168	
	08/20/14	21-11	00048129-01	701149	92217 COMCAST		139.85	-139.85 8495 60 083 0344273	
	09/03/14	21-12	00048129-01	701589	92217 COMCAST		136.90	-136.90 8495 60 083 0338168	
	09/09/14	21-12	00046755-01	701758	000515 FEDERAL EXPRESS		12.88	-12.88 329236617 BRICKELL	
	09/17/14	21-12	00048129-01	702087	92217 COMCAST		142.85	-142.85 8495 60 083 0344273	
	10/13/14	21-13	00048129-01		92217 COMCAST		.00	-8.98 INTERNET SERVICES PROVIDE	
	11/01/14	21-13	00046677-01		009354 COMCAST		.00	-2,156.32 INTERNET SERVICES FOR THE	
	11/01/14	21-13	00046755-01		000515 FEDERAL EXPRESS		.00	-87.12 POSTAGE FOR FY 14	
TOTAL						5,760.00	3,507.58	.00	2,252.42
530430					UTILITY SERVICES	.00	.00	.00	BEGINNING BALANCE

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION