

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Chief Patrick Lynn (954) 693-8320
PREPARED BY: Angela Rodgers
SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: EXPENDITURE - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT \$143,809 FOR THE PURCHASE OF HARDWARE AND SOFTWARE FROM SIMPLEXGRINNELL FOR A CLOSED-CIRCUIT TELEVISION SECURITY SYSTEM FOR THE TOWN OF DAVIE POLICE DEPARTMENT.

REPORT IN BRIEF: The Davie Police Department is in need of upgrading security features within the Police Department facility. The Police Department has evaluated their need and has partnered with SimplexGrinnell to provide a closed-circuit television security system to ensure a higher level of safety and protection for the Police Department facility and its members.

SimplexGrinnell is the vendor currently being used for entry access and security into the building. SimplexGrinnell is considered a sole source vendor for the closed-circuit television system due to the existing hardware and software utilized for entry access into the facility. The Police Department is requesting Town Council to approve the purchase of a closed-circuit television system from SimplexGrinnell and to use Law Enforcement Trust Funds for said purchase.

Inclusive of the purchase is the hardware, software and installation of the equipment. Also attached to the quotation is a five (5) year service agreement for the system which includes regular maintenance and any upgrades needed during the length of the service contract. The total expenditure of \$143,809 includes the purchase of hardware and software from SimplexGrinnell of \$130,034 and year one of the service contract at \$13,775.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? Yes

What account will funds be appropriated from: Law Enforcement Trust Funds Account
015-0520-521-0317

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution, Quotes, Service Contract and Corporation Documentation

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN THE AMOUNT \$143,809 FOR THE PURCHASE OF HARDWARE AND SOFTWARE FROM SIMPLEXGRINNELL FOR A CLOSED-CIRCUIT TELEVISION SECURITY SYSTEM FOR THE TOWN OF DAVIE POLICE DEPARTMENT.

WHEREAS, the Davie Police Department is requesting authorization to purchase hardware and software for a closed-circuit television system to provide a higher level of safety and safeguard for the facility and the members of the Department; and

WHEREAS, SimplexGrinnell is a sole source vendor of said equipment; and

WHEREAS, the closed-circuit television security system is an expansion to the Police Department's current security system; and

WHEREAS, after review, the Town Council wishes to approve the expenditure of Law Enforcement Trust Funds in the amount of \$143,809 for the purchase of said hardware and software.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the purchase of additional hardware and software from sole source vendor SimplexGrinnell.

SECTION 2. The Town Council hereby authorizes the expenditure from Law Enforcement Trust Funds, Account 015-0520-521-0317, in the amount of \$143,809.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008



10550 Commerce Parkway
 Miramar, FL 33025-9998
 (954) 431-3700
 FAX: (954) 435-6650
 www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
 Town Of Davie Police Fire Ems
 1200 S Nob Hill Road
 Davie, FL 33324-4201

Site: Town of Davie Police Dept.
 Project: Davie PD Phase 3b CCTV
 Customer Reference:
 SimplexGrinnell Reference: 263401794
 Proposal #: P24435-000266
 Date: 10/03/2008
 Page 1 of 10

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

CCTV

QUANTITY	MODEL NUMBER	DESCRIPTION
		Phase 3b
		Phase 3b
		Net DVMS/ONNSI
1	NetDVMS-Base	OnSSI Net DVMS Master License
1	SUP-NetDVMS-Base-3Y	SUP-NetDVMS-Base-3 year
40	NetDVMS-1C	OnSSI Net DVMS-1 Camera Lic.
40	SUP-NetDVMS-1C-3Y	SUP-NetDVMS-1Camera-3 year
1	DPFA	OnSSI Design & Planning / IT
		Fixed Camera's
11	326296	AXIS 216FD
1	357267	AXIS 216FD - 10 PACK
2	5012-004	Axis POE Midspan Eight Input
		Sally Port WP Encl & Mounts
2	318076	AXIS OUTDOOR FIXED HOUSING
2	319545	GOOSENECK WALL MOUNT
		WP Enclosure Fixed Camera's
6	318076	AXIS OUTDOOR FIXED HOUSING
		Vandal Proof Camera's/Booking
8	339078	AXIS 216FD-V
		Elevator Camera
1	341423	AXIS 209FD-R
		PTZ Camera's Roof Perimeter(s)
4	345639	AXIS 233D
4	319539	AXIS PENDANT DOME OUTDOOR
4	319545	GOOSENECK WALL MOUNT
4	358903	WALL MOUNT AXIS PS24
4	358902	ACC MAINS ADAPTOR PS-S
2	319544	CORNER MOUNT ADAPTER
		Wireless Cam/Gas Pump Area
1	284307	AXIS 211 NETWORK CAMERA
1	318076	AXIS OUTDOOR FIXED HOUSING
1	8a-AW-900X	Outdoor Wireless Bridge Kit

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
 Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION
1	319544	CORNER MOUNT ADAPTER
1	319545	GOOSENECK WALL MOUNT
	Surge Supp Outdoor Cameras	
10	2081-9028	TRANSIENT CUBE FOR MAPNET I,II
	Detective Bureau Material	
	Covert E-Light Cam	
8	GBC-EL-450/950	Emergency Light CAM EL-450/950
	Covert Motion Cam	
8	GBC-PI-950-P3	PIR Camera PI-950 Motion Det.
	Microphone/Audio Material	
9	Ver. C MIC LOUROE ELEC	Model C Covert MIC
	Video Analog to IP Converter	
2	284450	AXIS 241Q BLADE
	Audio Analog to IP Converter	
1	IF-4 LOUROE ELEC	4-MIC interface adapter LOUROE
1	IF-8 LOUROE ELEC	8-MIC interface adapter LOUROE
	IP to COAX adapters	
10	VHW-HW	Highwire Eth.over video convtr
10	vhw-hwq	Highwire Eth. 4-port video con
10	VHW-12V-US	Highwire 12v DC Power Supply
	S2 Access Control-Interface	
	13 Door Interface/Licensing	
1	S2-NVR-SON	ONSSI VIDEO MGMT SYS INTEGRATI
9	S2-NVR-CON	ONSSI VIDEO MGMT SYS LICENSE F
	Door Mag Lobby Area	
1	OPFA	Door Mag Material
	3b Labor	
1	DPFA	Material / Man Lift
	TECH LAB	TECHNICAL LABOR
	District Services - Phase 3b	
	DSGN LAB	DESIGN LABOR
	Technical Services - Phase 3b	
	TECH LAB	TECHNICAL SERVICE

Fire Alarm

Conference Room Project

	Conference Room Project	
1	DPFA	Dell Projector & Material
	TECH LAB	TECHNICAL LABOR
1	OPFA	Tiln N Play Table Interconnect

Total net selling price, FOB shipping point, \$130,034.00

Comments

Davie Police Dept:

Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell Quotation

Comments (continued)

PHASE Three B: All encompassing of phases 1-3 as well as upgrading "existing" Black & White cameras to IP Color Cameras. S2 access control interface into OnSSI NetDVMS Platform.

Please note that Phase scopes are broken out individually for clarification but this contract is based in being a SINLGE phase project.

Please add applicable tax.

Network System Requirements:

(Refer to attached document labeled Davie PD NVR / CCTV Network IT Requirements.)

SimplexGrinnell to provide & install a new NetDVR -Medium-Scale, Single-Server NVR Camera Management System. Town of Davie to supply all IT hardware for Network.

PHASE ONE: NetDVMS Upgrade

***OnSSI NVR:** (Network Video Recorder) and camera management suite. An unlimited number of cameras connected to multiple servers at multiple sites can be accessed from anywhere on the network via multiple video clients. NetDVMS provides the recording/archiving, camera management and user rights management for the entire solution.

Designed for single-server deployments of up to 64 cameras at a single site, this agreement includes licensing for **50 cameras**.

NetDVR's non-proprietary, open-architecture technology enables universal camera and hardware support. Practically any IP camera, by all leading manufacturers, can be connected and managed via the NetDVR server; in addition, NetDVR also supports all standard video compression formats. This allows users to optimize their investment by choosing the hardware and cameras from an extensive list of manufacturers and models

NVR Features:

- Intuitive map-driven user interface, with Point & Click and Joystick PTZ control -Support for all leading manufacturers' cameras.
- 100% digital image quality (CIF to over 32CIF)
- Simultaneous support for MPEG-4, MJPEG, H.263 & Wavelet formats
- Standards-Based, Open Architecture on Non-Proprietary hardware
- Transparent network archiving -Operation as Windows® Service in background (recommended)

SimplexGrinnell Quotation

Comments (continued)

- Support for VMware & Microsoft Virtual PC® -Up to 64 cameras, connected to single server
- Free, unlimited NetGuard, NetGuard-EVS (up to 5 concurrent users), NetPDA and NetCell client licenses
- Up to 8x8 cameras displayed per monitor and multiple monitors with NetGuard-EVS Playback investigation tools, including picture-in-picture assisted digital PTZ into recorded images.
- Graphical events timeline
- Instant access to events via events list or by time/date
- Video recording up to 600,000 frames per day per camera
- Advanced audio capabilities -live and playback audio from cameras' microphones, as -well as audio included in video export
- Audible alerting on motion event Encrypted, tamper-evident video export to CD/DVD -
- Schedulable multiple PTZ patrolling sequences.

PHASE TWO: Detective Bureau Requirements

This phase is assuming that PHASE ONE NVR upgrade is completed.

SimplexGrinnell to provide & install:

New Fixed cameras in designated pathway of PD for suspect transportation to interview rooms on second floor. The intent of the additional camera coverage is to have suspect on video surveillance from the moment suspect enters the PD.

Four: AXIS 216FD Fixed IP Camera's

One: AXIS 209FD-R Elevator Corner Mounted Camera.

Four: Emergency Light Covert Camera

Room #'s: 210, 211, 214 & 218 (1 per room)

E-light cameras to be connected to 120v power, lights will operate as a true e-light.

Four: Motion Detector Covert Camera

Room #'s: 210, 211, 214 & 218 (1 per room)

Seven: Covert Microphone's

Room #'s: 210, 214 & 218 (2 per room)

Room #: 211 (1 per room)

Additional hardware devices required to convert Audio to IP, Video to IP & MIC interface board is included. SimplexGrinnell LP to program & test all new devices listed under this agreement.

SimplexGrinnell Quotation

Comments (continued)

SimplexGrinnell LP to produce shop drawings showing wiring interface. New wiring is included for all cameras, new proposed cameras all have to be wired back to dispatch.

- Ceiling Tile replacement(s).
- Sound board(s) in interview rooms repair and or replacement.
- SimplexGrinnell is not responsible for ambient sound quality and or sound softening devices and or hardware in interview rooms.
- After normal working hours labor.
- Training is included in the agreement for Davie PD staff on the new equipment.

PHASE Three: CCTV Additions-New locations

This phase is assuming that PHASE ONE NVR upgrade is completed.

Please add applicable tax.

SimplexGrinnell to provide & install:

New Fixed color PTZ cameras to cover the outdoor perimeter of the PD, areas of coverage include NW Corner Parking, W Side Parking, NE Corner Parking/Storage area & SE Front Parking. All out door cameras to have surge suppression.

A wireless 900 MZ motion activated camera with WP enclosure will be mounted in Gas Pump Structure with wireless receiver mounted on roof of PD.

A wireless camera has been chosen for this application due to the square footage of trench work that would have to be done to the concrete parking lot.

Three WP fixed cameras are included. Cameras include a WP enclosure. Areas of coverage are W side Police access gate, Front Entrance door relocate & replace & South side porch area covering five porch entry doors.

New fixed camera outside of the dispatch door on second floor.

Four: AXIS 216FD Fixed IP Camera's

Four: AXIS 233D PTZ Camera with appropriate mounting gear & domes

One: AXIS 211 Network Camera with WP Housing and Wireless Kit.

SimplexGrinnell Quotation

Comments (continued)

SimplexGrinnell LP to program & test all new devices listed under this agreement.
SimplexGrinnell LP to produce shop drawings showing wiring interface. New wiring is included for all cameras that require a NEW location; new proposed cameras all have to be wired back to dispatch.

PHASE Three B: CCTV Retrofit "Existing" cameras

There are a total of 18 existing cameras that are to be upgraded to new IP color technology.

Booking area:

Eight: AXIS 216FD-V Fixed IP Camera with Vandal Proof Enclosures
(Room 125, 126, 127, 131, 132 vest, 133, 134 & 137).

Three: AXIS 216FD Fixed IP Camera's (Hallway Coverage)

Two: Covert Microphone's
Room #'s: 127 & 137 (1 per room)

Sally Port:

Two: AXIS 216FD Fixed IP Camera's w/ WP enclosures and goose neck mounting hardware
(Room 139 W & E door).

Outdoor Fixed:

Three: AXIS 216FD Fixed IP Camera's w/ WP enclosures.
(Door West Side, Door North Side & Evidence North Side door).

Indoor Fixed:

Four: AXIS 216FD Fixed IP Camera's
(Lobby 101 & 181 Corridor)
10/2/08 Revision
173a & 173b front lobby renovation (finger print rooms)

Relocate front lobby camera 15' from NW corner to center of North Wall so that new glass partition is in field of view.

S2 Access Control Interface:

SimplexGrinnell Quotation

Comments (continued)

Licensing for interface of 13 camera's into the NVR system.

*Please note that Camera located in Lobby 174 is Not included in this agreement. PD advised that this camera is going to be removed during upcoming building renovation.

*Please note that no additional cameras if not noted above are included in this agreement.

Conference Room Renovation Scope:

*SimplexGrinnell to install a new Dell 2400MP Overhead projector. All associated mounting hardware included. Projector to be installed in the ceiling with Dell ceiling mount bracket.

*SimplexGrinnell to run & extend network connection thru 1st floor up into existing conference table. Concrete drilling is included.

*Table top interconnect hub to include 120v power, overhead interconnect & network connection.

*Relocate four flat screen TVS (existing). Two TV's to be relocated to West Wall, two East Wall TV's to be remounted and centered on East wall. SimplexGrinnell LP to extend existing TV wiring to new location.

*SimplexGrinnell is not responsible for existing TV's and or network connectivity.

*SimplexGrinnell LP assumes all existing equipment is in 100% operational condition.

*SimplexGrinnell LP is not going to interconnect new projector to existing Black Box in conference room. New projector is to be stand alone.

*Projector Screen is not included nor associated labor to install owner provided screen.

*Patch & Painting is not included.

Additional Scope Notes:

-After normal working hours labor is not included.

-GAS Pump Camera: SimplexGrinnell is assuming that 120v power already exist at the pump building. If additional power has to be installed at the pump building it will require a change order.

-Training is included in the agreement for Davie PD staff on the new CCTV system.

-One year parts & labor warranty on devices listed in this agreement. Acts of God are excluded. Normal working hours only Mon -Friday 8-5pm.

-This is a free-wire installation, conduit is not provided. A site survey was performed of the existing field wiring and it is free run suspended above the drop ceiling.

-This agreement doesn't include the trouble-shooting/repair of any existing wiring and or field devices.

-Network system hardware is not included; all network computer system hardware/install to be provided by Davie PD IT department.

-Permit Fees are not included.

SimplexGrinnell
BE SAFE.

Project: Davie PD Phase 3b CCTV
Customer Reference:
SimplexGrinnell Reference: 263401794
Date: 10/03/2008
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SimplexGrinnell Quotation

Comments (continued)

- Elevator travel cable/cost is not included for elevator camera, PD to coordinate with elevator contractor. To be provided by others.
- Patching and or painting is not included.
- After normal working hours labor is not included.
- Outdoor mounted cameras are to be installed with one surge suppressor per camera.
- Man Lift is included for high areas.
- Training is included in the agreement for Davie PD staff on the new equipment.

SimplexGrinnell LP is looking to further strengthen the relationship that we have developed with the Davie Police Department.

Best Regards,

Rick Roman
SimplexGrinnell LP
Electronic Systems Rep.
(954) 214-4685

SimplexGrinnell

BE SAFE.

Project: Davie PD Phase 3b CCTV
Customer Reference:
SimplexGrinnell Reference: 263401794
Date: 10/03/2008
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TERMS AND CONDITIONS

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments in cash in advance, upon delivery as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorney's fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation Of Liability.** Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives any right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVINGS, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company whether direct or indirect, company's employees, agents, officers and directors.

6. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after

December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically designated in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachment ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which prompts to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

7. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances;
- Provide Company access to any system(s) to be serviced;
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

8. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, equipment, rock, or other unforeseen condition or obstruction encountered or shoring required.

9. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

10. **Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

11. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious diseases,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where

the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

12. **OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

13. **Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for any amendments or changes thereto) by Company arising out of interferences to Company's work caused by other trades.

14. **Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

15. **Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of said work. However, if no agreement is reached prior to the time for performance of said work, and Company nevertheless performs said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

16. **Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at its option, at additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

17. **Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claim arises.

18. **Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

19. **System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

20. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report Form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

21. **Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell

BE SAFE.

Project: Davie PD Phase 3b CCTV
 Customer Reference:
 SimplexGrinnell Reference: 263401794
 Date: 10/03/2008
 Page 10 of 10

part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

22. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for

any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

25. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable; 2) abuse of the System or the Equipment; 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: 1) discontinue furnishing Services; 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 7/8% per month (18% per year) or the highest amount permitted by law; 3) receive immediate possession of any equipment for which Customer has not paid; 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

26. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UVIR equipment; provision of fire watches; clearing of ice blockage; drilling of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; retesting of upgrading and maintaining computer software; system upgrades; and the replacement of obsolete systems, equipment, components or parts, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC"), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s)). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

27. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen,

inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

28. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

32. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

33. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensee 7565 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388. AR Regulated by Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600. CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. NY Licensed by the N.Y.S. Department of the State. TX Texas Commission on Private Security, 5805 N. Lamar Blvd, Austin, TX 78752-4422, 512-424-7710.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

Offered By: SimplexGrinnell LP License#: 10550 Commerce Parkway Miramar, FL 33025-9998 Telephone: (954) 431-3700 Fax: (954) 435-6650 Representative: Rick Roman Email: Rroman@tycolint.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

**Town of Davie
Vendor/Bidder Disclosure**

I, B.J. Gylfason, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: SimplexGrinnell, LP
Address: 10550 Commerce Parkway
Niramar, FL 33025
EIN: 58 2608861
State and date of incorporation: March 7, 2001

OWNERSHIP DISCLOSURE AFFIDAVIT

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
N/A		0%
		0%
		0%
		0%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

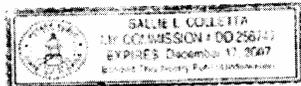
N/A

By: *B. J. Gylfason*
Signature of Affiant

Date: July 11, 2007

B. J. Gylfason
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 11 day of July, 2007, by B. J. Gylfason, he/she is personally known to me or has presented Personally Known as identification.



Sallie L. Colletta
Notary Public, State of Florida at Large

Sallie L. Colletta
Print or Stamp of Notary

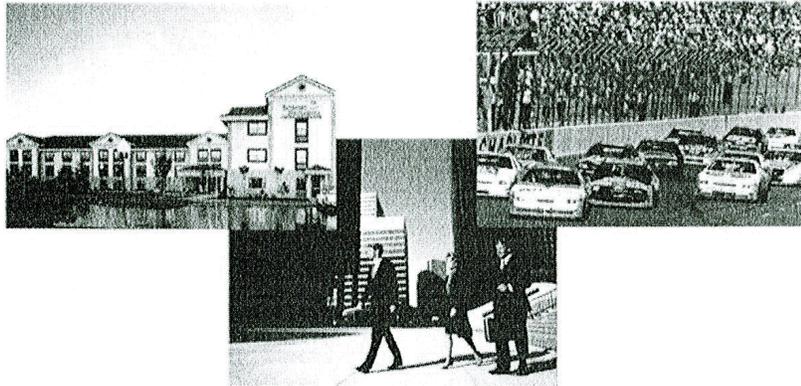
DD 256747
Serial Number

My Commission Expires: 12-11-07





Safeguarding your occupants and property from fire



Davie Police Department
James Carney

Inspection Plus Proposal

SimplexGrinnell BE SAFE.

Pricing Summary/Scope of Work Davie Police Department

Location : Davie PD

Closed Circuit Television [Full Service (24/7)]

Closed Circuit Television System

Quantity Frequency

1 Semi-Annual

Total Annual Investment : (Plus Any Applicable Tax)

\$13,775.00

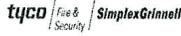
Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

SPECIAL PROVISIONS

Davie PD, Solution 1

Full Service Contract includes:

- 1.) 24/7 labor coverage
- 2.) Panel parts and component replacement
- 3.) 2 Visits per year to inspect access control and CCTV systems, clean lenses, re-focus and test/inspect system functions.



SERVICE AGREEMENT

This agreement is made by and between Davie Police Department ("Customer") and SimplexGrinnell LP ("Company") and is effective as of 11/01/2008 to 10/31/2013.

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations: Davie PD

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

Thirteen Thousand Seven Hundred Seventy-Five Dollars and 0 Cents (\$13,775.00).

Payment Terms:

Payment is due upon receipt of invoice. Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

CUSTOMER

Davie Police Department
1230 South Nob Hill Rd.
Davie, FL 33324

SIMPLEXGRINNELL LP
10550 Commerce Parkway
Miramar, FL 33025

By:
Print Name: James Carney
Title:
Phone#: 954-693-8200
Fax#:
Customer email:
PO#:
(Customer)#:
Date:

By:
Print Name: Edwin A. Kane
Title: SSR
Phone Number : 954-862-5215
Fax Number :
E-Mail Address: ekane@tycoint.com
License Number (if applicable):
Date :
Authorized Manager :

Terms and Conditions

- 1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for five (5) years (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.
2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.
3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.
4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.
5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.
6. Limitation Of Liability; Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises.

SERVICE AGREEMENT

(continued)

Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be intended to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional

times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Repair Services (If Selected by Customer).** Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include

repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

10. **System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

11. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

12. **Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious diseases,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above.

SERVICE AGREEMENT

(continued)

If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

15. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

16. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

17. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping;

batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

18. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

19. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer

has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

22. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

23. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.

tyco

Fire &
Security

SimplexGrinnell

10550 Commerce Parkway
Miramar, FL 33025

Phone: (954) 431-3700
Fax: (954) 435-6650
www.simplexgrinnell.com

10/5/08

**Davie Police Department
1200 S Nob Hill Road
Davie, FL 33324**

Re: Sole Source

To Whom It May Concern::

The Simplex Security, Access Control and Fire Alarm System that have been chosen to protect your facility (not unlike similar equipment from other manufacturers) is highly complex and software intensive. Therefore, we respectfully request that we be considered as the sole source for service for the following reasons.

1. Only SimplexGrinnell factory trained personnel are authorized to program and service the SMPL Software, which is the proprietary software does not utilize standard computer language, and is highly pass coded. Although we will assign pass codes to our customers at their request, we will do so only if they agree to sign a waiver to relinquish SimplexGrinnell from the liability for the proper operation of this system. Anyone other than SimplexGrinnell factory trained personnel attempting to access this software will void any and all warranties, either written or implied.
2. This system's central processing unit will require reprogramming from time to time due to changes in configuration, upgrades, or to repair damages. These services can only be performed by a SimplexGrinnell authorized service representative. This type of service requires the latest versions of the software, proper pass codes and the mechanical software keys. Only authorized SimplexGrinnell service representatives can meet these requirements.
3. Unlike other companies who use electrical contractors as distributors for their products, SimplexGrinnell branches are wholly owned by the company and operate as a factory direct distribution network. Only SimplexGrinnell branches can order replacement parts and devices directly from our factory, certify those parts for warranty, and provide re-certification of proper system operation after installation.



Please understand that the purpose of this equipment is to protect lives and that these guidelines are put in place to protect our customers' liability as well as ours. In many states there is little or no certification or oversight for companies or individuals who want to set up business testing and servicing safety systems. Many companies have taken advantage of this situation to expand their business into an industry they know very little about, at the expense of their customers. Knowing this and the potential danger such a situation could cause, I cannot stress enough the importance of allowing only authorized factory trained personnel to service your equipment.

Again, for the reasons stated above, no service organization other than a SimplexGrinnell branch office will have the capability to properly support this system, and we respectfully request that our company be considered the sole source vendor for the services on this equipment.

Please feel free to contact us with any questions you may have.

Yours truly,

Rick Roman
SimplexGrinnell LP
Miramar, FL

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
SimplexGrinnell LP
Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) > Exempt payee
 Other (see instructions) >

Address (number, street, and apt. or suite no.)
60 Technology Drive
City, state, and ZIP code
Westminster, MA 01441

Requester's name and address (optional)

List account number(s) here (optional)

Part III Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	58 2609861

Part IV Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person *[Signature]* Date **1/3/08**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person.

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships.

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

State of Florida



Department of State

I certify from the records of this office that SIMPLEX GRINNELL LP is a Delaware limited partnership registered to transact business in the state of Florida on April 10, 2001.

The document number of this limited partnership is B01000000134.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of April, 2001



000001 11-02

Katherine Harris
Katherine Harris
Secretary of State

CERTIFICATE OF LIMITED PARTNERSHIP

OF

SimplexGrinnell LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

I. The name of the limited partnership is SimplexGrinnell LP

II. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle. The name of the Partnership's registered agent for service of process in the State of Delaware at such address is The Corporation Trust Company.

III. The name and mailing address of each general partner is as follows:

NAME MAILING ADDRESS

578 Grinnell GP Holding, Inc. 100 Simplex Drive, Westminster, MA 01441-0001

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership of SimplexGrinnell LP on this _____ day of _____

FEBRUARY 26, 2001

By: [Signature] General
Edward J. Bobbitt Partner
Vice President of
578 Grinnell GP Holding, Inc.

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "SIMPLENGRINNELL LP", FILED IN THIS OFFICE ON THE SEVENTH DAY OF MARCH, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3765104 8100
310312542

AUTHENTICATION: 1008261
DATE: 03-07-01

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

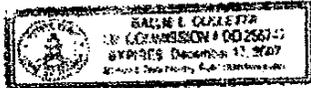
Full Legal Name	Address
N/A	

By B. J. Gyllason
Signature of Affiant

Date: July 11, 2007

B. J. Gyllason
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 11 day of July, 2007, by B. J. Gyllason, he/she is personally known to me or has presented Personally Known as identification.



Sallie L. Colletta
Notary Public, State of Florida at Large

Sallie L. Colletta
Print or Stamp of Notary

DD 256747
Serial Number

My Commission Expires: 12-11-07



Town of Davie Vendor/Bidder Disclosure

I, D. J. Gylfeon, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town"), are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: SimplexGrinnell, LP
 Address: 10550 Commerce Parkway
Miramar, FL 33025
 FEIN: 98 2609861
 State and date of incorporation: March 7, 2001

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows (Post Office addresses are not acceptable).

Names, Addresses, and Titles of Individuals Who Will Lobby:

Full Legal Name	Address	Ownership
N/A		%
		%
		%
		%

