# RESOLUTION NO. 25-005

A RESOLUTION OF THE SANIBEL FIRE AND RESCUE DISTRICT AUTHORIZING SECURITY AND ACCESS CONTROL WORK FOR FIRE STATION 172 TO BE PERFORMED BY INNOVATIVE SECURITY; PROVIDING FOR INTEGRATION WITH THE CURRENT SYSTEM AT STATION 171; ACKNOWLEDGING THE COMPETITIVE BID HISTORY AND WAIVER DUE TO SPECIFIC REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sanibel Fire and Rescue District (the "District") recognizes the importance of security and access control for the safety and operational integrity of Fire Station 172; and

WHEREAS, Fire Station 172 suffered significant damage during Hurricane Ian, requiring the replacement and integration of its security and access control systems with the existing system at Fire Station 171; and

WHEREAS, Innovative Security previously completed the installation of the security and access control system at Fire Station 171 and 172 following a competitive bidding process, ensuring compatibility and operational consistency between the two stations; and

WHEREAS, the integration requirements necessitate utilizing Innovative Security to perform this work to ensure seamless functionality and operational uniformity, thereby eliminating the feasibility of obtaining additional bids for this project; and

WHEREAS, the total cost of the project, as provided in Invoice No. 115217, is \$16,476.01, and all supporting documentation is attached hereto and incorporated into this Resolution by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SANIBEL FIRE AND RESCUE DISTRICT:

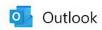
SECTION 1. Authorization to Proceed. The District hereby authorizes Innovative Security to perform the necessary security and access control work at Fire Station 172 to ensure integration with the existing system at Fire Station 171.

SECTION 2. Waiver of Competitive Bidding. The District acknowledges that the specific integration requirements and prior competitive bid process for related work justify the waiver of additional competitive bidding for this project.

SECTION 3. Approval of Expenditure. The total cost of \$16,476.01 for the project, as outlined in Invoice No. 115217, is approved.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

Commissioner, who moved for its adoption, offered the foregoin resolution. The motion was seconded by Commissioner, and upon being put to a vote, the vote was as follows:
JERROLD MUENCH: BRUCE COCHRANE: RICHARD MCCURRY:
Done and adopted by the SANIBEL FIRE AND RESCUE DISTRICT BOARD this 15th day of January 2024.
Chairman, "Jerry" Jerrold Muench
Vice Chairman, Bruce Cochrane
Secretary/Treasurer, Richard McCurry
Attest, Fire Chief Kevin Barbot



## **NEXT STEPS**

From atorres@innovativesecurity.com <atorres@innovativesecurity.com>

Date Thu 12/19/2024 12:17 PM

Chris Jackson <cjackson@sanibelfire.com>

3 attachments (661 KB)

Inv\_115217\_from\_Innovative\_Security\_Systems\_Inc.\_20668.pdf; New 60 Month Warranty Agreement- Sanibel Fire Station 172.pdf; Recurring ACH Authorization Form with fields.pdf;

Innovative Security Systems, Inc.

Invoice Due: 12/19/2024

115217

40% Deposit Amount Due: \$6,590.40

Dear Chris Jackson:

Thank you for your proposal approval, we greatly appreciate your business. I will be your temporary POC during this processing phase.

Attached, please find your 40% Deposit Due on invoice 115217 (you can find the 40% deposit amount on the lower body of the invoice), 60-Month Maintenance Agreement (this agreement is different/additional to the approved proposal) and ACH. Once we receive your 40% Deposit payment and signed 60-month Agreement, we will be able to hand you over to our service/installation department to discuss installation timeframe and start the scheduling process.

Sincerely, Innovative Security Systems, Inc. Ana Torres 3019310200.com

View & Pay Invoice

# Innovative Security Systems Inc.

4815 Prince Georges Avenue, Suite 3 Beltsville, MD 20705 P: 301.931.0200, F:301.931.1959
Email: accounting@innovativesecurity.com



Date	Invoice #		Acces	s Control, Video Su	irveillance, Bu	rgiar Alarm
12/19/2024	115217	Inv	oice 7			
Bill To			Ship To			
Sanibel Fire Res 2351 Palm Ridg Sanibel, FL 339		pel	Fire Station 17: 5171 Sanibel C Sanibel, FL 339	aptiva Road		
Terms	Due Date	Rep	Ship '	Via	P.O. or Tic	ket No.
40% dep./Bal.	12/19/2024	SB	Insta	all		
Item		Descrip	ption		Qty	Amount
access.panel access.reader nvr cam.dome Cam.bracket monitor.IP Intercom power supply access.misc Discount.sta TOTAL MATE TOTAL LABOR	RFID Wiegand Accessixteen Channel 8K 4MP Night Color Down Wall Mount Bracket IP Color Indoor Mon IP Villa Outdoor Sta Access Power Contro Recessed Cable Wall Discount with the A TOTAL MATERIALS TOTAL LABOR	NVR me for Dome IP Cameras itor tion bller with Power Supp I Plate ecceptance of a 60 Mon	s, White oly nth Standard Plan		4 13 1 14 9 2 1 2 2 1 1 1	-1,830.67 13,919.18T
Thank you for you	r business.			Sub Total		\$16,476.01
				Sales Tax	(0.0%)	\$0.00
invoices. W	ecent increase in pos e are also in the pro	cess of moving to a	ll ACH, Auto	Total		\$16,476.01
payment pla		ur account.	nt to see how to	Payments	/Credits	\$0.00
	1-888-8	79-4774 or		Balance	Dura	\$16,476.01



#### Standard Maintenance Service Agreement

Company Name:	Sanibel Fire and Rescue District- Sta	Point of Contact:	Chris Jackson
Shipping Address:	5171 Sanibel Captiva Road	- Title:	
11 0	Sanibel, FL 33957	Phone Number:	(239) 472-5525
		Email Address:	cjackson@sanibelfire.com
Billing Amount: \$	98.86	Agreement Number:	2464
Billing Frequency:	Monthly	Proposal Reference:	New Station 172 - Access, Intercom and Surveillance System
Billing Address:	Same as above	Agreement Term (Mo.):	60 Month Term
		Agreement Start Date:	Upon Completion of
			Installation
		Agreement Renewal	After the Stated Term
		Date:	
This Agreement	also includes items in the prop	posal dated// and	title
Additionally this	s agreement will also cover the	following equipment and/or	systems:

#### I. Overview

This agreement dictates that Innovative Security Systems, Inc (ISSI) will cover the parts listed on the above-referenced proposal(s) under our Extended Warranty program as outlined below and in any attached ISSI document(s). ISSI agrees to provide parts and labor necessary to repair and maintain products listed on the proposal to the manufacturer recommended functionality and settings.

#### II. Services Provided

Except otherwise set forth in this agreement, ISSI agrees to provide maintenance and repair required because of defects and/or malfunctions on the equipment or workmanship for the above-mentioned equipment under the Proposal Reference section. All parts and Labor deemed necessary to restore equipment to working conditions will be covered during our regular business hours.

All equipment and labor referenced on the proposal is covered beginning from the agreement start date listed above except damages which would usually be covered by property insurance and customer's negligence, excluding lock work which is covered for 30 days.

## III. Payment

All charges for coverage shall be due and payable as of the date of this agreement and as outlined on the proposal referenced above. Late payments will incur a 20% late fee after 30 days. Clients with past due invoices for extended warranty or service contracts will not receive priority service, and ISSI Systems, Inc. (ISSI) reserves the right to not service clients who have unpaid invoices.



The client agrees to allow ISSI to check client credit history at any time prior to or during the term of this agreement. The client agrees that ISSI reserves the right to cancel the agreement at any time, for any reason.

All monthly charges require ACH checking draft or ACH Credit Card Draft. An additional monthly charge of \$3 will be added to any agreement invoices generated without completed corresponding ACH forms. The \$3 administration fee will be removed from future charges once the completed ACH form is received from the client, but previous charges and administration fees will not be refunded. If annual billing is requested by the client either with or without ACH form, a non-refundable monthly administration fee of \$1.50 will be added to each month of the total billing amount. (\$18.00 per year)

# IV. Agreement Term

The minimum term for an extended warranty is 60 months (5 years) from the agreement execution date. Any system / parts added to the agreement after the agreement is in effect will require a separate agreement, or the agreement will need to be revised and re-executed with the new system components.

#### V. Renewal

This agreement will automatically renew at the renewal date listed above for twelve (12) months and will continue to renew thereafter.

#### VI. Cancellation

The client must provide 30 days written notice to ISSI to cancel this agreement. In such an event, the client will not be entitled to any refund of any fees that have been billed prior to cancellation.

In the event the client cancels the agreement prior to meeting the five-year term, the client agrees to pay the total amount for all the services provided as if they were on time and materials. The maintenance amount paid up to date will be deducted from those services. The client is responsible to pay any remaining open balances from all the provided services.

# VII. Client Responsibilities

It is the customer's responsibility to provide power at site, a phone connection for alarm systems, and a dedicated phone line or static IP address for remote view video applications and telephone entry systems where needed.

Network connections may/will require the services of the customer's IT department/vendor. (Service charges, additional equipment and associated costs for the network connectivity are not included in this agreement.) client's IT personnel are responsible for opening, forwarding, and enrolling ports for any IP usage for any application. The client is responsible for providing adequate upload/download speeds for all IP Based applications. Speeds required will vary based on application.

The customer is responsible for connecting the building fire alarm panel to the ISSI furnished equipment to comply with the local codes for approval by the authority having jurisdiction. ISSI will assist in providing the design information.

While every effort will be made to preserve the status of footage, ISSI will not be held responsible for the loss of existing recorded video either on site, or on the cloud, for any reason including service, repair, maintenance, and/or updates.



The client is responsible for maintaining their recorder hard drive logbook and performing regular checks on footage retention.

If a lift is needed for repairs or maintenance, the client is responsible for providing a lift, or ISSI will provide it and client will be responsible for all lift rental fees associated.

Any devices inside or associated with the client's elevator(s) i.e., cameras, access control readers, etc., may require the presence of client's elevator company before, during, or after the necessary service to these items. Coordination of the elevator company and payment for any associated charges are the client's responsibility and expense.

The customer shall be responsible for periodically evaluating the system to ensure satisfactory operation.

It is illegal to record audio without someone's knowledge. It is the client's responsibility to prominently display notification that audio is being recorded at the premises.

# VIII. End of Life Equipment

ISSI will maintain the client's equipment covered by this agreement, replacing defective parts as well as providing labor for the services, up until the time this agreement ends, or the manufacturer deems that the equipment is no longer supported by them. In that case Innovative Security Systems, Inc will provide you with a proposal that will cover labor charges and will include a 20% discount for the "end of Life" part(s) and/or equipment.

## IX. Exclusions

Emergency services completed during regular business hours will incur a one-time emergency trip charge of \$295.00 per occurrence. Any service requested to be done outside of business hours or on an emergency scheduling priority (within 24 hours) will incur an emergency hourly charge of \$295.00 per hour for travel to site through completion of the service call, billed in 30-minute increments. Any Emergency on-site Service requested during a Holiday will incur an emergency rate of \$325.00 per hour for travel to site through completion of the service call, billed in 30-minute increments.

Emergency Phone Support or Remote Dial in Service during a Holiday will be billed at \$175.00 per hour in 30-minute increments.

Damages caused by the following are not covered under extended warranty plans: Power surge or power outage, flood, water damage, storm damage, vandalism, abuse, using system outside of its intended use, modifications made to the system by non ISSI employees, additions to the system not professionally installed by ISSI, any modifications to clients ancillary systems I.E. network, router, IP addresses, phone lines, internet that affects the operation of ISSI serviced equipment, or lock work hardware. Locks, lock hardware, and door operators are not included in this agreement.

ISSI may require a one-time system inspection for clients approving a warranty plan for previously installed by ISSI or by others. The inspection is required to verify that the system is fully operational at the start time of the agreement. If at the time of the inspection there is a service needed to repair the system to bring it to full operating levels, these pre-agreement repairs will be made at Time & Material rates.

Service calls and trip charges at the client's site resulting in "no trouble found" circumstances will incur regular service charges of \$145 per trip and \$125 per hour.



The service necessary to add, relocate, or otherwise change the functionality, location, or integration(s) of workstations or computers either existing, or new to the system after the start of this agreement will not be covered.

Service necessary to comply with requirements or regulations of any government body or agency arising after the date on which the covered equipment was installed, or service for equipment that has been tampered with or removed in any capacity.

ISSI is not responsible for equipment repair delays due to RMA manufacturer repair delays, shipping delays, and/or delays in replacement parts.

#### X. ISSI is Not an Insurer

It is understood and agreed: That ISSI make no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to defect or avert. Client hereby releases, discharges and agrees to hold ISSI harmless from any and all clams, liabilities, damages, losses, or expenses, arising from or cause by a hazard covered by insurance in or on the premises of Client whether said claim is made by Client, his agents, or insurance company or by any other parties claiming under or through the Client. Client agrees to indemnify ISSI against, defend, and hold ISSI harmless from any action for subrogation which may be brought against ISSI by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs, and attorney's fees.

ISSI will not be held responsible for the loss or damage to any footage, including that which is backed up as part of a cloud-hosted option. Cloud hosted video backup is provided by ISSI through a third-party storage facility.

ISSI may permanently replace some or all the covered equipment with comparable equipment and may use remanufactured and refurbished parts and modules in performing these services. Replacement parts and modules shall become your property; the replaced parts shall become the property of ISSI. ISSI shall have no obligation to return replaced parts.

#### XI. Collection & Legal Fees

Upon default in making payment within 90 days of demand, and providing this note is turned over for collection, the undersigned agrees to pay all reasonable legal fees and costs of collection to the extent permitted by law. This note shall take effect as a sealed instrument and be enforced accordance with the laws of the state of Maryland. All parties to this document fully bond notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this note. (Laws of the state of the debtor apply).

The customer agrees that if the monthly service payment(s) becomes more than 60 days past due, ISSI has the right to uninstall and remove the equipment installed at a client site without scheduling coordination during regular business hours. The client will be responsible for patching drywall or other holes caused by deinstallation.

#### XII. General

The client may transfer this agreement along with equipment. Contact ISSI with new owner information. If the new owner refuses to uphold the agreement terms, the original client will be responsible for the remaining charges associated with the terms of the agreement.



ISSI may subcontract the performance of its obligations under this agreement to third parties but shall not be relieved of its responsibilities thereby.

The terms and conditions of this agreement shall prevail over any conflicting additional, or other terms of any purchase order or other document submitted by the client.

This agreement is governed by the laws of the State of Maryland and the State of Florida, United States of America.

I have read, understand, and agree to the Extended Warranty and Service Agreement terms and conditions as specified herein:

# Client Authorization:

Printed Name	Title	Date	Signature	

# Innovative Security Authorization:

Printed Name	Title	Date	Signature	

Innovative Security Systems, Inc.
4815 Prince Georges Ave
Suite 3
Beltsville MD 20705
(301) 931 0200
accounting@innovativesecurity.com



# **Recurring ACH Authorization Form**

In order to help our clients continue to make easy, quick, and on-time payments, we've decided to roll out an automatic payment program for all of our clients. Please fill out the requested information below and return.

Phone Number:
automatically bill the card or account listed below as specified.
Quarterly Semi-Annually Annually
(year)
<u>V</u> =
Credit Card
Card type: Visa Mastercard AmEx Other:
Name on Card
Card Number
Exp. Date
CCV (3 or 4 digit number on card)