

THIS AGREEMENT made this 1st day of October 2022 between

**WITNESSETH:** That for the considerations and covenants hereinafter specified, the parties hereto do, for themselves, their successors and assigns, mutually covenant and agree as follows:

In the City of Clearwater, State of Florida (hereinafter referred to as Subscriber's premises) Connected Protective Signaling Systems as specified in the Schedule of protection, and will, subject to the terms and conditions hereof, during the term of this agreement, make periodic inspections of the system and make such repairs and adjustments as may be necessary for the proper operation and maintenance of such system in good working order, the Subscriber agreeing, nevertheless, to exercise all reasonable care in handling thereof and to notify Mair Security promptly of any condition requiring Mair Security's attention. Whenever the Connected Protective Signaling Systems specified in the Schedule of Protection shall require attention by a representative of Mair Security, whether for repairs, maintenance, nonfunctioning, malfunctioning or any cause whatsoever, Mair Security shall receive written notice from the Subscriber of the need to give attention to said system, in order to dispatch a representative of Mair Security to the premises of the Subscriber. If leased, the entire system, including all devices, instruments, appliances and all cabinets, conduits, connections, fols, screens, springs, tubing, wires and other materials associated therewith, is and shall be and remain the personal property of Mair Security.

per annum, annually in advance. 1 Year contract with 4 1-Year Renewals. This agreement may be renewed by the Subscriber by providing 30 days written notice to Main Company of Subscriber's intent to renew prior to the end of the term. Subscriber shall pay any unpaid balance of the installation charge accrued hereunder for service rendered prior to the effective date of termination.

C. Subscriber agrees to pay, in addition to the charges above any false alarm assessments, amounts equal to all taxes, fees and charges imposed by any governmental authority, on or relating to the system or the installation or service, or the receipts therefrom, and all charges imposed by the telephone company for telephone lines at the Subscriber's premises.

**Monthly monitoring, maintenance, repair & inspection of Leased Alarm Systems/Equipment as per the Annual Alarm Spreadsheet.**

**Damage by lightning will be covered on all Leased Alarm Systems/Equipment.**

**No installation costs for future alarms.**

**Service personnel available and on-call 24 hours a day.**

**Service personnel available for fire drills.**

**Cell communication systems available as required.**

**Long range wireless systems available as needed.**

**Signal & Data Reports available upon request.**

D. It is understood that Maltre Security is not an insurer; that insurance shall be obtained by Subscriber, if any is desired; that the sums payable hereunder to Maltre Security by Subscriber are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Subscriber or to others located on Subscriber's premises. Subscriber does not seek indemnity by this agreement from Maltre Security against any damages or losses caused by hazards to Subscriber's property. Maltre Security makes no warranty, expressed or implied, that the systems it installs or the services it furnishes will avert or prevent occurrences, or the consequences therefrom, which the systems and services are designed to detect. Maltre Security agrees that it shall be liable for any of Subscriber's losses or damages, to person or to property, caused by the sole negligence of Maltre Security, its agents or employees. It is agreed that if Maltre Security should be found liable for any losses or damages attributable to a failure of systems or services in any respect, its liability shall not exceed the sum of the amount paid by Subscriber for the services under the term of the agreement, and Subscriber's sole remedy at law or in equity shall be the right to recover a sum within such limit.

**MAIRE COMPANY INC.**

Approved \_\_\_\_\_  
Authorized Representative

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Title \_\_\_\_\_ Date \_\_\_\_\_

# TERMS AND CONDITIONS

1. If SPRINKLER SUPERVISORY AND WATERFLOW ALARM SERVICE is furnished, the Subscriber hereby agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed are or will be corrected so as to be acceptable to the Insurance and any other authority having jurisdiction when equipped with the Maire Security's signaling devices and to furnish any necessary water through the Subscriber's meter and at the Subscriber's own expense.
2. If AUTOMATIC FIRE ALARM SERVICE is furnished, the Subscriber agrees to install hoods or protection devices necessary to prevent false alarms at his or its expense over all areas where welding, open hearth, manufacturing processes or any heat condition exists or occurs which might actuate the fire detecting system.
3. If BURGLAR ALARM SERVICE is furnished, the Subscriber agrees: to follow proper operating procedures and to use the equipment properly; to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Schedule of Protection according to the procedures prescribed by Maire Security prior to setting the alarm system for closed periods and to notify Maire Security promptly if such equipment fails to respond to the test; If Maire Security's representative is sent to the Subscriber's premises in response to a service call or alarm signal caused by the Subscriber improperly following operating instructions or failing or close or properly secure a protected point, there shall be an additional service charge to the Subscriber; that any vault to be protected hereunder by sound or vibration detectors has the minimum characteristics prescribed by Underwriter's Laboratories, Inc.; that all walls, doors, skylights, windows and other elements of the premises as now constructed, or to be constructed, are or will be placed in such condition, at Subscriber's expense, as to permit proper installation and operation of the burglar alarm system when equipped with Maire Security devices.
4. If AUTOMATIC SUPERVISORY SERVICE is furnished, Subscriber agrees to execute and deliver to Maire Security written instructions for the settings at which automatic signaling devices installed by Maire Security shall operate.
5. Subscriber hereby authorizes and empowers Maire Security to perform or cause to be performed the work necessary to install, maintain, inspect, test, and repair the systems in its premises. Such work shall be performed between the hours of 8:00 A.M. and 5:00 P.M. on normal business days, excluding Saturdays, Sundays and holidays; any additional expense resulting from the performance of such work during excluded time periods at Subscriber's request, or from use of outside contractors for any reason for the performance of any such work that is normally performed by Maire Security, shall be paid by Subscriber. Subscriber further authorizes Maire Security to make or cause to be made, at Subscriber's expense, any changes in or alterations to said systems requested by Subscriber or by the Insurance rating organization having jurisdiction, or made necessary by any changes in Subscriber's premises, including changes in interiors, contents, environment and other changes affecting the performance of space control or other systems; Subscriber shall give Maire Security prior written notice of any such changes in Subscriber's premises. The expense of all ordinary maintenance and repair of leased systems due to normal wear and tear shall be borne by Maire Security; the expense of any extraordinary maintenance and repair of said systems due to alterations of the Subscriber's premises, damage to such premises or to the alarm system or to any other cause beyond the control of Maire Security, shall be borne by Subscriber. Subscriber shall provide electrical permits, if required, and current at points designated by Maire Security through Subscriber's own meter and at Subscriber's own expense.
6. Subscriber hereby authorizes Maire Security, upon 30 days written notice to Subscriber, to remove or abandon said systems, in whole or in part, including all devices, instruments, appliances, and all cabinets, conduits, connections, foil, screens, springs, tubing, wires and any other materials associated therewith, upon termination of this agreement by lapse of time, default in the payment of any monies due hereunder, or otherwise, without any obligation to repair or redecorate any portion of Subscriber's premises; and it is agreed that such abandonment or removal shall not constitute a waiver of the rights of Maire Security to collect any charges which have accrued or may accrue hereunder. Maire Security agrees that it shall be responsible for any damage caused by the removal of its systems and associated equipment, if such damage is due to the sole negligence of Maire Security, its agents or employees in said removal, in an amount not to exceed the price paid by Subscriber for the term of the agreement. Upon termination for non-payment of any sums due hereunder, in addition to full charges accrued for services rendered, there shall immediately become due and payable full charges until the end of the term of this agreement. If Maire Security engages the services of an attorney in the collection of overdue accounts, the payment of reasonable attorney's fees attributable thereto shall become an obligation of the Subscriber to Maire Security to the extent permitted by law.
7. Maire Security reserves the right to terminate this agreement at any time, on written notice, on the happening of any of the following events: (a) Maire Security is unable to secure or to retain the connections or privileges necessary for the transmission of signals between the Subscriber's premises and the municipal fire or police departments, or other places; (b) the receiving equipment, connecting wires or systems within the Subscriber's premises belonging to Maire Security are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service; (c) if Subscriber does not follow proper operating procedures or does not use the equipment properly. Any such termination shall not subject Maire Security to liability for any damages, including but not limited to consequential damages; however, any advance payment made for service not yet rendered at the effective date of such termination shall be refunded to the Subscriber, except for an amount equal to any installation costs previously incurred. This agreement may likewise be terminated by Subscriber if its premises are so destroyed or damaged provided that it pays any unpaid balance of the installation charge and of the charges accrued hereunder for service rendered prior to the effective date of termination.
8. Maire Security shall not be liable for any delays however caused in installation of the systems, or interruptions of service caused by strikes, riots, floods, acts of God or by any event beyond the control of Maire Security, and will not be required to furnish service to Subscriber while any such interruption shall continue.
9. The obligation of Maire Security to provide service relates to the maintenance solely of the alarm system specified in the Schedule of Protection and Maire Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system or property belonging to Subscriber or to any third party to which such specified systems are attached. In order to protect Subscriber from liability for damage to, or destruction of, Maire Security's systems, Subscriber shall include such systems in the coverage provided in its liability and fire insurance policies.
10. Maire Security shall have the right to increase or decrease the annual service charge provided above at any time, or times after the expiration of one year from the date service is operative under this Agreement, upon giving Subscriber written notice 60 days in advance of the effective date of such increase or decrease. If Subscriber is unwilling to pay such increased charge, Subscriber may terminate the then unexpired term of this Agreement by notifying Maire Security in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for service rendered until such date. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to Subscriber.
11. This agreement is not assignable by Subscriber except upon the prior written consent of Maire Security.
12. This agreement is not binding unless approved in writing by an Authorized Representative of Maire Security. If such approval is not obtained, the only liability of Maire Security shall be to return to Subscriber the amount, if any, paid to Maire Security upon the signing of this agreement by its Sales Representative.
13. This writing (together with any individually signed separate service agreements and riders pertaining to this agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.
14. Signals received hereunder will be called to the municipal police and/or fire departments and the personnel of such municipal police and/or fire departments are not the agents of Maire Security nor does Maire Security assume any responsibility for the manner in which they respond or act on them.

*SPR*

CITY OF CLEARWATER SIGNATURE PAGE

Countersigned:

CITY OF CLEARWATER, FLORIDA,  
A Florida municipal corporation.

Frank V. Hibbard  
Frank V. Hibbard  
Mayor

By: Jon P. Jennings  
Jon P. Jennings  
City Manager

Approved as to form:

Attest:

Matthew J. Mytych  
Matthew J. Mytych, Esq.  
Assistant City Attorney

Rosemarie Call  
Rosemarie Call  
City Clerk



**City of Clearwater - Active Alarms**

**Maire Company Security**

**October 1, 2022 - September 30, 2023**

Account Number	Building / Property	Monthly Cost	Annual Cost	Security	Fire	Other Devices/ Services
15000132	City of Clearwater 580 Office	\$45.00	\$540.00	X	X	
15005003	City of Clearwater Armory/Special Events	\$130.00	\$1,560.00	X	X	Digital Back-up
15007009	City of Clearwater Beach Recreation Center & Library	\$110.00	\$1,320.00	X		Patron Counter Cell Back-up
15005056	City of Clearwater City Hall Downtown	\$60.00	\$720.00	X	X	2 - Panic Buttons Digital Back-up
15005042	City of Clearwater Coachman Marina	\$45.00	\$540.00	X		1 - Panic Button Digital Back-up
15005541	City of Clearwater Countryside Library	\$295.00	\$3,540.00	X	X	Patron Counter 1-Panic Button Full Data Cell
15000465	City of Clearwater Countryside Recreation Center	\$45.00	\$540.00		X	
15005085	City of Clearwater Countryside Sports Complex	\$130.00	\$1,560.00	X	X	Digital Back-up
15005018	City of Clearwater Eddie C. Moore Field	\$110.00	\$1,320.00	X	X	Elevator Recall
15005082	City of Clearwater FDOT Building	\$75.00	\$900.00	X		Digital Back-up
15000486	City of Clearwater Fire Station #44	\$155.00	\$1,860.00		X	5 - CO2 Detectors Elevator Monitor Elevator Recall
15000406	City of Clearwater Fire Station #45	\$325.00	\$3,900.00		X	Elevator Recall 5 - CO2 Detectors
15007423	City of Clearwater Fire Station #46 Modular	\$225.00	\$2,700.00			
15000475	City of Clearwater Fire Station #48	\$45.00	\$540.00		X	6 - CO2 Detectors
15000418	City of Clearwater Fire Station #48 Training Center & EOC	\$95.00	\$1,140.00		X	
15007449	City of Clearwater Fire Station #49	\$45.00	\$540.00		X	StarLink Cell
15000434	City of Clearwater Fire Station #50	\$175.00	\$2,100.00		X	CO2 Detectors
15005567		\$80.00	\$960.00			
15007451	City of Clearwater Fire Station #51	\$45.00	\$540.00		X	StarLink Cell
15000631	City of Clearwater Garden Avenue Parking Garage	\$45.00	\$540.00	X		
15000401	City of Clearwater Garden Avenue Parking Garage	\$50.00	\$600.00		X	
15005547	City of Clearwater Gas Complex Buiding A	\$395.00	\$4,740.00	X	X	Full Data Cell
15005546	City of Clearwater Gas Complex Buiding C	\$80.00	\$960.00	X	X	Full Data Cell
15005510	City of Clearwater General Services	\$50.00	\$600.00	X		Full Data Cell
1500551089	City of Clearwater General Services A/C Shop	\$25.00	\$300.00	X		Full Data Cell



1500551087	City of Clearwater General Services Electrical Shop N	\$25.00	\$300.00	X		Full Data Cell
1500551083	City of Clearwater General Services Fire	\$50.00	\$600.00		X	Covers all of GS Except Wood Shop
1500551081	City of Clearwater General Services Main Area	\$90.00	\$1,080.00	X		Digital Back-up Temperature Alarm in Server Room Full Data Cell
1500551088	City of Clearwater General Services North Storage	\$25.00	\$300.00	X		Full Data Cell
1500551086	City of Clearwater General Services Police/SWAT Area N	\$25.00	\$300.00	X		Full Data Cell
1500551082	City of Clearwater General Services Radio Shop	\$25.00	\$300.00	X		Full Data Cell
1500551084	City of Clearwater General Services Woodshop West	\$25.00	\$300.00	X		Full Data Cell
15005543	City of Clearwater Health Center	\$75.00	\$900.00			1 - Panic Button
15000136	City of Clearwater Infrastructure-A Supervisor Building	\$40.00	\$480.00	X		
15005057	City of Clearwater Infrastructure-B Administration Office	\$45.00	\$540.00	X		Digital Back-up
15005079	City of Clearwater Infrastructure-C Meter Shop/Offices	\$65.00	\$780.00	X		Digital Back-up
15000139	City of Clearwater Infrastructure-D Storage	\$40.00	\$480.00	X		
15005540	City of Clearwater Infrastructure-E Signal & Sign Shop	\$100.00	\$1,200.00	X		Full Data Cell
15000138	City of Clearwater Infrastructure-F Welding Shop	\$40.00	\$480.00	X		
15000137	City of Clearwater Infrastructure-G Equipment/Storage	\$50.00	\$600.00	X		
15005571	City of Clearwater Jack Russell Stadium	\$135.00	\$1,620.00	X		Elevator Recall Elevator Monitor Full Data Cell
15000439	City of Clearwater Joe DiMaggio Complex	\$45.00	\$540.00		X	Elevator Recall
15005549	City of Clearwater Kings Highway Recreation Center	\$80.00	\$960.00	X	X	Full Data Cell
15000407	City of Clearwater Main Library - Fire	\$45.00	\$540.00		X	Leased Dialer
15005068	City of Clearwater Main Library - Security	\$150.00	\$1,800.00	X		6 - Panic Buttons Patron Counter Digital Back-up Video Intercom Access
15000209	City of Clearwater Marina Fuel Dock	\$40.00	\$480.00			1 - Panic Button
15005074	City of Clearwater Marina Office	\$50.00	\$600.00	X	X	1 - Panic Button Digital Back-up
15000416	City of Clearwater Marshall Street Treatment Plant	\$45.00	\$540.00		X	Elevator Recall
15005078	City of Clearwater McMullen Tennis Center	\$85.00	\$1,020.00	X		Digital Back-up
15005011	City of Clearwater Moccasin Lake Classrooms	\$45.00	\$540.00	X		Digital Back-up
15005081	City of Clearwater Moccasin Lake Welcome Center	\$45.00	\$540.00	X		Digital Back-up
15005083	City of Clearwater Morningside Rec Center	\$285.00	\$3,420.00	X	X	Digital Back-up



15000420	City of Clearwater MSB - Fire	\$65.00	\$780.00		X	Leased Dialer Elevator Monitor
15005507	City of Clearwater MSB - Security	\$125.00	\$1,500.00	X		5 - Panic Buttons Temperature Alarms In Server Room & UPS Room Full Data Cell
15005076	City of Clearwater N Greenwood Library	\$55.00	\$660.00	X	X	Patron Counter Digital Back-up
15005006	City of Clearwater N Greenwood Rec Center	\$60.00	\$720.00	X		Digital Back-up
15000415	City of Clearwater N.E. Water Pollution Plant	\$45.00	\$540.00		X	Elevator Recall
15000485	City of Clearwater North Greenwood Rec Center	\$45.00	\$540.00		X	
15005525	City of Clearwater North Ward	\$80.00	\$960.00	X		Full Data Cell
15005061	City of Clearwater Nursery	\$45.00	\$540.00	X		Digital Back-up
15005545	City of Clearwater PBI - East Area	\$80.00	\$960.00	X		Full Data Cell
15005548	City of Clearwater PBI - West Area	\$80.00	\$960.00	X		Full Data Cell
15005002	City of Clearwater Pier 60 Bait House	\$50.00	\$600.00	X	X	1 - Panic Button Digital Back-up
15005009	City of Clearwater Pier 60 Parking/Lifeguard	\$130.00	\$1,560.00	X	X	Digital Back-up
15000427	City of Clearwater Pierce Street Garage	\$50.00	\$600.00		X	
15000403	City of Clearwater Police Department - Beach	\$50.00	\$600.00		X	Elevator Monitor
15000451	City of Clearwater Police Department - Downtown	\$45.00	\$540.00		X	Leased Dialer
15005004	City of Clearwater Police Department - MLK	\$95.00	\$1,140.00	X	X	Full Data Cell
15005054	City of Clearwater Police Impound Lot Countryside	\$55.00	\$660.00	X	X	Digital Back-up
15005005	City of Clearwater R.O. #2 (U.S. 19)	\$285.00	\$3,420.00	X	X	Elevator Recall Digital Back-up Knox Box Alarm
15005520	City of Clearwater R.O. #1 - N Building (Saturn)	\$80.00	\$960.00	X		Full Data Cell
15005080	City of Clearwater Radio Tower - North	\$50.00	\$600.00	X	X	Temperature Alarm Smoke Detector Digital Back-up
15000240	City of Clearwater Radio Tower - South	\$45.00	\$540.00	X		Temperature Alarm
15000404	City of Clearwater Rec West Area - Long Center	\$180.00	\$2,160.00		X	
15005521	City of Clearwater Reservoir #1 (Saturn)	\$80.00	\$960.00	X		Full Data Cell
15005017	City of Clearwater Reservoir #3 (580)	\$45.00	\$540.00	X		Digital Back-up
15005053	City of Clearwater Ross Norton Rec Center	\$60.00	\$720.00	X		Digital Back-up
15000433	City of Clearwater Ross Norton Rec Center	\$45.00	\$540.00		X	Leased Dialer
15000408	City of Clearwater Seminole Boat Ramp	\$65.00	\$780.00		X	Elevator Recall Elevator Monitoring

						Elevator Recall Elevator Monitor Digital Back-up
15005016	City of Clearwater Sid Lickton Field	\$140.00	\$1,680.00	X	X	
15005513	City of Clearwater Solid Waste - Scale Building	\$110.00	\$1,320.00	X	X	Full Data Cell
15005514	City of Clearwater Solid Waste - Tipping Building	\$295.00	\$3,540.00	X	X	Full Data Cell
15005062	City of Clearwater Solid Waste Maintenance Building B	\$45.00	\$540.00	X		Digital Back-up
15005012	City of Clearwater Solid Waste Office Building A	\$50.00	\$600.00	X		Digital Back-up
15000409	City of Clearwater Union Street Station	\$45.00	\$540.00		X	
15000476	City of Clearwater WPC Lab	\$100.00	\$1,200.00		X	
15005051	City of Clearwater WPC Lab	\$45.00	\$540.00	X		Digital Back-up
<b>TOTAL</b>		<b>\$7,570.00</b>	<b>\$90,840.00</b>			
15005542	City of Clearwater Gas Office - New Port Richey	\$95.00	\$1,140.00	System Off-Line 12/2/2021		
15007446	City of Clearwater Fire Station #46	\$40.00	\$480.00	System Off-Line 4/20/2022		
15005008	City of Clearwater Police Department Pistol Range Trailer	\$60.00	\$720.00	System Off-Line 6/2/2022		
			<b>\$2,340.00</b>			