



## **BAREFOOT BAY RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
July 25, 2023 at 1:00 PM

### Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
- 7. Approval of Minutes**
  - A. Regular BOT minutes dated July 13, 2023.
- 8. Treasurer's Report**
  - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
  - A. Fire Inspection & Monitoring Award of Contract
  - B. Exceptions to Competition #10 – Golf Course Irrigation Pump #3
  - C. Storage Lease Agreement including Exhibit "A"
  - D. Kid Swim Badge Waiver Request-Pool #2
- 12. Manager's Report**
  - A. July 25, 2023 Manager's Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**
- 15. Adjournment**

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim

transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting  
July 13, 2023  
1PM –Building D&E**

## **Meeting Called to Order**

The Barefoot Bay Recreation District Board of Trustees held a Meeting on July 13, 2023, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

## **Pledge of Allegiance to the Flag**

Led by Mr. Amoss.

## **Roll Call**

Present: Mr. Grunow, Mr. Amoss, Mr. Klosky, Ms. Hansen. Also, present, Kent Cichon, Community Manager, Stephanie Brown, District Clerk, Garrett Olsen, General Counsel, Rich Armington, Resident Relations/HR Manager, and Matt Goetz, Property Services Manager. Mr. Brinker was excused.

## **Additions or Deletions to the Agenda**

Mr. Cichon requested to add item 11B, ARCC appointment to the agenda. Mr. Olsen requested to add item 11C, HR legal services ICA.

## **Approval of the Agenda**

*Mr. Klosky made a motion to approve the agenda with the addition of item 11B and 11C. Second by Mr. Grunow. Motion passed.*

## **Presentations and Proclamation**

None.

## **Approval of Minutes**

Regular BOT minutes dated June 27, 2023, were approved as submitted.

## **Treasurer's Report**

Mr. submitted the Treasurer's Report for July 13th, 2023, approved as written.



# BAREFOOT BAY RECREATION DISTRICT

## **Audience Participation**

Donna Collette-854 Periwinkle Circle- voiced her concern about the increase in weekly guest pass fees. She also suggested limiting the number of passes issued as well as changing the procedure for issuing passes.

Joe Hamelin-342 Avacado Drive-expressed his gratitude to Family Pools for their work on Pool #1. He suggested adding open/closed signs for the pools and placing a trash can outside of the pool gate.

Katrina Greenwood-425 Egret Circle-asked various questions about fees and voiced her concern about fee increases. Ms. Greenwood also suggested limiting the number of guest passes per resident and offering a discount for slower months.

Louise Crouse-808 Sapodilla Drive-voiced her concerns about guest pass procedures.

Mr. Cichon read a letter from Sheryl and Robert Weston-621 Periwinkle Circle-who voiced her disagreement with the guest pass fee increases.

Mr. Cichon read a letter from Diane Epstein-616 Bougainvillea-who voiced her concern about BBRD fee increases and having to put umbrellas up at the pools when the wind is over 10 miles an hour.

Mr. Cichon read a letter from Kathy Steinert-849 Periwinkle Circle-who was not in favor of the increase in guest pass fees.

## **Unfinished Business**

None.



# BAREFOOT BAY RECREATION DISTRICT

## New Business

### Resolution 2023-10 - Records Management

Resolution 2023-10 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

*Mr. Klosky made a motion to approve resolution 2023-10 with the amending of the word supervisor to trustee. Second by Ms. Hansen. Motion passed.*

### ARCC Appointment

Staff recommends the BOT appoint on property owner to the unexpired alternate position (term ends February 22, 2024).

Mr. Klosky nominated Richard Edwards for the vacant ARCC alternate position. Mr. Grunow agreed with Mr. Klosky.

*Mr. Klosky made a motion to appoint Richard Edwards to the unexpired ARCC alternate position (term ends February 22, 2024). Second by Ann Hansen. Motion passed.*

### HR Legal Services ICA

General Counsel Olsen recommends the BOT approve the attached ICA with Clifford R. Repperger, Jr./Whitebird, PLLC and authorize the Chairman to execute the ICA.

*Ms. Hansen made a motion to approve the attached ICA with Clifford R. Repperger, Jr./Whitebird, PLLC and authorize the Chairman to execute the ICA. Second by Mr. Klosky. Motion passed.*



# BAREFOOT BAY RECREATION DISTRICT

## Manager's Report

### Finance

Assessment received – 99.88% collected or \$4,204,852. Balance to collect \$5,189.

### Resident Relations

#### **ARCC Meeting 6/20/23**

- 1 Old Business - approved
- 18 Consent Permits – 18 approved
- 4 Other Permits – 4 approved

#### **VC Meeting 06/09/2023**

- 18 Cases – came into compliance prior to the meeting
- 3 Cases – DOR is working with the homeowners
- 9 Cases – found to be in violation

#### **VC Meeting 06/23/2023**

- 25 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 16 Cases – found to be in violation

### Food & Beverage

- The 19<sup>th</sup> Hole is now holding Pizz-Asta night from 4-7pm every Wednesday. The menu is a mix of flatbread pizzas and pasta specials. Breakfast is also available at the 19<sup>th</sup> Hole on Sundays from 7am - noon. We continue to hold our successful Rustic Roast every Thursday in Building A from 4 - 7pm. These are all summer hours.

Flyers with all the details are posted.

### Property Services

- Set up and removed the fireworks display
- Solicited bids for fire monitoring services
- Completed installation of one set of doors in Building A
- Patched holes in the lounge walls where the awning was removed
- Began patch work in the lounge in preparation for painting
- Replaced the main pump at Pool #2
- Continued pressure washing and preparation of the Pool #1 upper deck for painting



# BAREFOOT BAY RECREATION DISTRICT

- Repaired loose bricks around the Pool #1 deck
- Repaired Golf Course steps on multiple greens and tees
- Worked with Brightview to address various issues with the Softball Field

## Golf-Pro Shop

- 2023 Jr. Golf Camp
  - July 10<sup>th</sup> to July 27<sup>th</sup>
    - Monday, Wednesday, and Friday (10am – 12pm)
    - Applications available at the Pro Shop
    - Free to BBRD residents and their family only
- Jr. Golf Tournament and Award Ceremony
  - July 17<sup>th</sup>
  - 8:30am Shotgun Start
  - Sign up begins on July 10<sup>th</sup> in Pro Shop
  - Call 664-3174 with any questions
- July Golf All Day & Lunch Special (Monday through Saturday)
  - Call Pro Shop at 664-3174 to reserve your tee time
  - Includes Green Fees, cart, and lunch at the 19<sup>th</sup> Hole
  - Lunch is choice of hamburger, cheeseburger, chicken salad, tuna salad, turkey or ham sandwich, or World-Famous Belly-buster Hot Dog
  - All meals include chips and a soft drink
- RFP for Golf Cart Fleet

Evaluation Committee meetings underway

*Consensus of the BOT to cancel the August 10, 2023, BOT Meeting.*



# BAREFOOT BAY RECREATION DISTRICT

## Attorney's Report

Mr. Olsen provided DOR updates. He stated homeowners at 526 Persimmon Drive was provided an extension to come into compliance and he is expecting a final judgment for 418 Barefoot Blvd. He also wished Mr. Brinker well.

## Incidental Trustee Remarks

Mr. Klosky advised residents that Mr. Olsen will be looking into the complaints that have been raised about the beach boardwalk area. He stated umbrellas for Pool #2 have been ordered and estimated time of arrival is 6-8 weeks out. Mr. Klosky suggested placing signs around Pool #1 in areas where construction is taking place or close the Lounge completely until the project is complete.

Ms. Hansen reminded residents of a back-to-school event being held on August 6, 2023, at Pool #2.

Mr. Grunow expressed his gratitude to residents who sent suggestions on fees.

Mr. Amoss will consider recommendations from residents on fees and reminded residents of the upcoming fee workshop on August 3, 2023. He also wished Mr. Brinker a speedy recovery.

## Adjournment

The next regular meeting will be on July 25, 2023, at 1pm in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 2pm.

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Jeff Grunow, Secretary

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Stephanie Brown, District Clerk



# Barefoot Bay Recreation District

## Treasurer's Report

July 25, 2023

### Cash and Investments Balances in General Fund as of 7/17/23

Petty Cash	Total Petty Cash: \$	2,500.00
<b>Non Interest Bearing Accounts</b>		
MB&T Operating Account		137,580.50
<b>Interest Bearing Accounts</b>		
MB&T Money Market Account		2,055,711.35
Valley National Bank		50,499.49
FL Class		208,154.86
SBA Reserve Account		730,313.25
<b>Investment Accounts</b>		
FL Trust - Short Term Bond Fund		109,539.78
<b>Total Cash Balances in General Fund:</b>	<b>\$</b>	<b>3,294,299.23</b>

### Total Daily Deposits and Assessments Received for 7/1/23 - 7/17/23

Daily Deposits:	\$	98,298.85
Assessments Received:		-
<b>Total Deposits Received:</b>	<b>\$</b>	<b>98,298.85</b>

### Expenditures for 7/1/23 - 7/17/23

Check Number	Vendor	Description	Check Amount
61881	SCP Distributors LLC	Pool Heaters Pool #1 Project	\$ 15,481.76
61907	Family Pools Inc	Vak Pak Billing Pool #1 Draw 2	25,872.59
	Florida Department of Revenue	Sales Tax: 6/22	12,967.26
	Paychex	Net Payroll PPE 230702	70,473.61
	US Department of Treasury	Payroll Tax PPE 230702	20,084.21
<b>Total Expenditures \$5,000 and above:</b>			<b>144,879.43</b>
<b>Expenditures under \$5,000:</b>			<b>82,315.31</b>
<b>Total Expenditures:</b>			<b>\$ 227,194.74</b>

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, July 25, 2023  
Title: **Fire Inspection & Monitoring Award of Contract**  
Section & Item: 11.A  
Department: Property Services  
Fiscal: \$3,679.92 Annually  
Impact:  
Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager  
Attachments: BBRD Standard Addendum, 1st Fire-Fire Monitoring Agreement-Building A & The Lounge, 1st Fire-Fire Monitoring Agreement-Barefoot Bay Shopping Center, Policy Manual Excerpt, Policy Manual Excerpt 2  
Reviewed by General Counsel: Yes  
Approved by: Kent Cichon, Community Manager



### Requested Action by BOT

Approval of a new fire inspection and monitoring lease agreement for Building A, the Lounge and the Shopping Center.

### Background and Summary Information

The 3-year Installation and Monitoring Agreement with ADS Security for Building A and the Lounge is set to expire July 2023. Also, there is no longer an agreement in place for sprinkler inspections for the Shopping Center (935/937 Barefoot Blvd).

The staff solicited quotes from 1st Fire and Impact Fire, and only 1st Fire has responded with a quote, which is attached.

The BBRD Policy Manual requires the Board of Trustees must approve and the Chair of the Board, or her/his designee, must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$15,000.00 in value (page 15 as attached).

The Usage of Purchase Orders-Competitive Pricing section (page 12 as attached) in the BBRD Policy Manual states:

2. For purchases of \$2,000.00 to \$24,999.99<sup>21/22</sup> informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing and kept on file in the finance office and the requesting department.

General Counsel Olsen has reviewed the recommended proposal and drafted the attached addendum.

Staff recommends awarding the 1-year fire inspection and monitoring lease for Building A, the Lounge, and the Shopping Center to 1st Fire Security Inc., waive the second bid requirement and authorize Chairman Amoss to execute the agreement.

**BAREFOOT BAY RECREATION DISTRICT**  
**STANDARD CONTRACT ADDENDUM**

**THIS STANDARD CONTRACT ADDENDUM** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **BAREFOOT BAY RECREATION DISTRICT**, a special district of the State of Florida (hereinafter the "District" or "BBRD"), and 1<sup>st</sup> Fire & Security, Inc. (hereinafter referred to as "Contractor"), concerning that certain agreement entitled Standard Commercial Fire Alarm Monitoring Agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 2023 (hereinafter referred to as the "Agreement").

**WITNESSETH:**

**WHEREAS**, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

**WHEREAS**, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

**1. Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

**2. Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the District within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**DISTRICT CLERK  
625 BAREFOOT BLVD.,  
ADMINISTRATION BUILDING, BAREFOOT BAY, FL 32976.  
772-664-3141.  
[records@bbrd.org](mailto:records@bbrd.org)**

**3. Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the District harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

**4. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by District specified in the Agreement shall not be construed as a waiver of District's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by District in the Agreement in derogation hereof shall be void and of no force or effect.

**5. Non-appropriation.** District's performance and obligation to pay under this Agreement is contingent upon an appropriation during the District's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the District Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the District subject to the District paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**6. E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with District for goods or services of any amount may be terminated at the option of District if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of District if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**8. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed

under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

**9. Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

**Contractor:**

Michelle Mayer  
1st Fire and Security Inc.

**Print Name:** Michelle Mayer

**Title:** Sales Rep

**Company:** 1st Fire and Security Inc.

**BAREFOOT BAY RECREATION DISTRICT**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**1ST FIRE & SECURITY, INC.**  
**610 1<sup>st</sup> Street, Vero Beach, FL 32962**  
**(772) 794-2220**

**STANDARD COMMERCIAL FIRE ALARM MONITORING AGREEMENT**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, **2023**, by and between 1ST FIRE & SECURITY, INC. (hereinafter referred to as "1ST FIRE" or "ALARM COMPANY") and \_\_\_\_\_ Barefoot Bay Recreation District

(hereinafter referred to as the "Subscriber").

Location of premises: \_\_\_\_\_ Building A and the Lounge  
\_\_\_\_\_  
625 Barefoot Blvd.  
\_\_\_\_\_  
Barefoot Bay, FL,  
\_\_\_\_\_  
32976  
Phone \_\_\_\_\_ 772.664.2063

**CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**

**SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:**

Billing shall be: ☐ Monthly ☒ Quarterly ☐ Annually

**1. Monitoring Charges (2)**

Subscriber agrees to pay 1ST FIRE the sum of \$ 90.00 per month for the monitoring of the FIRE ALARM system for the term of this agreement:  
Dialer type: NAPCO GSM, installed by 1<sup>st</sup> Fire ☒ To be checked if Communication System (Dialer) remains the property of 1ST FIRE  
Radio Installation cost \$499.99 + tax and permitting fee to be billed separately.

☐ **2. Monitoring Center Certification**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service

If this option is selected 1ST FIRE will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay 1ST FIRE for any inspections or required changes at 1ST FIRE's then prevailing rates.

☐ **3. RUNNER SERVICE**

If this option is selected 1ST FIRE's Runner upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of 1ST FIRE's ability will respond to Subscriber's location within 2 hours for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to pay 1ST FIRE for any Runs at 1ST FIRE's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once 1ST FIRE is on site.

☒ **4. INSPECTIONS: SYSTEMS TO BE INSPECTED:** ☒ Fire Alarm ☐ Area of Refuge ☐ Fire Hydrant  
☒ Fire Sprinkler ☐ Fire Pump ☒ Fire Backflow Preventer

**Fire Alarm (2):**

Subscriber agrees to pay 1ST FIRE the sum of \$ 79.00 per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire alarm system per year.

**Fire Hydrant:**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire hydrants per year.

**Stand-pipe:**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the stand pipe system per year.

**Fire Sprinkler:**



Subscriber agrees to pay 1ST FIRE the sum of \$ 33.33 per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 4 inspection(s) of the fire sprinkler system per year.

**Fire Pump:**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire pump system per year.

**Backflow Preventer:**

Subscriber agrees to pay 1ST FIRE the sum of \$ 13.33 per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire backflow per year.

Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services, an inspection will be performed to meet the minimum requirements of the applicable code or AHJ. 1ST FIRE will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which 1ST FIRE has no responsibility or liability. Reporting fees billed separately

**5. SERVICE CHARGES (Select a or b)**

☒ (a) Subscriber agrees to pay 1ST FIRE on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay 1ST FIRE for all parts and labor at the time of service. **Subscriber to initial for per call service option:** \_\_\_\_\_

**IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$ 215.66 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.**

☒ **6. EXTINGUISHERS** Subscriber agrees to pay 1ST FIRE on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay 1ST FIRE for all parts and labor at the time of service.

**Fire Extinguishers:**

Subscriber agrees to pay 1ST FIRE the sum of \$ 7.00 per extinguisher for the term of this agreement, for annual inspection service.

**Any additional services, such as 6-year maintenance, 12-year hydrostatic testing , recharges customer shall be on time and material bases.**

**7. MONITORING SERVICES PROVIDED:** Upon receipt of a fire alarm signal from Subscriber's fire alarm system, 1ST FIRE or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of 1ST FIRE or its Monitoring Center and 1ST FIRE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of 1ST FIRE and are not maintained by 1ST FIRE except 1ST FIRE may own the radio network and 1ST FIRE shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish 1ST FIRE with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List 1ST FIRE will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with 1ST FIRE's notification obligation. All changes and revisions to the account information shall be supplied to 1ST FIRE in writing. Subscriber authorizes 1ST FIRE to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests 1ST FIRE to reprogram system functions remotely, Subscriber shall pay 1ST FIRE \$120.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at 1ST FIRE's customary charges. 1ST FIRE may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, Subscriber agrees to pay on time and material base, per call.

**8. TERM OF AGREEMENT / RENEWALS:** The term of this agreement shall be for a period of one years. This agreement shall renew itself for consecutive terms of one years under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of the then current term. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

**9. INCREASES OF MONTHLY CHARGE:** After the expiration of one year from the date hereof 1ST FIRE shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

**10. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY:** All equipment and material installed by 1ST FIRE shall remain Subscriber's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by 1ST FIRE.

**11. EQUIPMENT LIMITED WARRANTY:** In the event that any part of the equipment becomes defective, 1ST FIRE agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. 1ST FIRE reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. 1ST FIRE's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. 1ST FIRE is not the manufacturer of the equipment and other than 1ST FIRE's limited warranty Subscriber agrees to look exclusively to the



manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, 1ST FIRE makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and 1ST FIRE shall not be liable for consequential damages. 1ST FIRE does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. 1ST FIRE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than 1ST FIRE. 1ST FIRE shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by 1ST FIRE shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on 1ST FIRE's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that 1ST FIRE has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for 1ST FIRE's breach of this agreement or negligence to any degree under this agreement is to require 1ST FIRE to repair or replace, at 1ST FIRE's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If 1ST FIRE is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement. In accordance with Florida Law 633.348, all equipment supplied shall be approved by NFPA or other nationally recognized testing laboratory approved by AHJ and installed pursuant to standards approved by said testing laboratory. 1ST FIRE will furnish subscriber with appropriate documentation required by testing laboratory standards, operating instructions for all equipment together with diagram of final installation.

**12. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** 1ST FIRE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including 1ST FIRE's negligence or failure to perform any obligation.

**13. REPAIR SERVICE:** The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify 1ST FIRE if any equipment is in need of repair. 1ST FIRE shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, 1ST FIRE shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m.

**14. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by 1ST FIRE.

**15. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse 1ST FIRE for any fees or fines relating to permits, code compliance or false alarms. 1ST FIRE shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should 1ST FIRE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay 1ST FIRE for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of 1ST FIRE assigned by 1ST FIRE to perform any service for or on behalf of Subscriber for a period of two years after 1ST FIRE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, 1ST FIRE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with 1ST FIRE, times twelve, together with 1ST FIRE's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which 1ST FIRE is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons 1ST FIRE requiring any services or appearances, Subscriber agrees to pay 1ST FIRE \$150 per hour for such services and appearances. Subscriber shall reimburse 1ST FIRE for any Monitoring Center charges for excessive signals.

**16. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless 1ST FIRE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by 1ST FIRE's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against 1ST FIRE or 1ST FIRE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of 1ST FIRE, which shall not unreasonably be withheld. 1ST FIRE shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

**17. EXCULPATORY CLAUSE:** 1ST FIRE and Subscriber agree that 1ST FIRE is not an insurer and no insurance coverage is offered herein. The fire alarm and 1ST FIRE's services are designed to detect and reduce certain risks of loss, though 1ST FIRE does not guarantee that no loss or damage will occur. 1ST FIRE is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by 1ST FIRE's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct. Subscriber releases 1ST FIRE from any claims for contribution, indemnity or subrogation.

**18. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and 1ST FIRE is named as additional insured and which shall cover any loss or damage 1ST FIRE's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or 1ST FIRE's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. 1ST FIRE shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against 1ST FIRE and its subcontractors for loss or damages caused by perils intended to be detected by 1ST FIRE's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**19. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF 1ST FIRE AS A

RESULT OF 1ST FIRE'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF 1ST FIRE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT 1ST FIRE'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE 1ST FIRE'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH 1ST FIRE'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**20. LEGAL ACTION/ARBITRATION:** (a) If 1ST FIRE prevails in any litigation or arbitration between the parties, Subscriber shall pay 1ST FIRE's legal fees. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against COMPANY must be commenced within one year of the accrual of the cause of action or shall be barred. In any action commenced by 1ST FIRE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction and laws of Florida and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where 1ST FIRE's principal place of business is located. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. (b) The parties agree that due to the nature of the services to be provided by 1ST FIRE, the payments to be made by subscriber for the term of this agreement are an integral part of 1ST FIRE's anticipated profits and in the event of subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate 1ST FIRE's actual damages. Therefore, in the event of subscriber's default of this agreement subscriber shall pay to 1ST FIRE 100% of the balance due for the term of this agreement as liquidated damages. 1ST FIRE may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein. Additionally, 1ST FIRE at its option may remove its transmitter or deem it sold to subscriber for the agreed price of \$600.00. (c) Any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of either party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules [www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com).

**21. 1ST FIRE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that 1ST FIRE is authorized and permitted to subcontract any services to be provided by 1ST FIRE to third parties who may be independent of 1ST FIRE, and that 1ST FIRE shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints 1ST FIRE to act as Subscriber's agent with respect to such third parties, except that 1ST FIRE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to 1ST FIRE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of 1ST FIRE.

**22. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH:** Subscriber shall notify 1ST FIRE in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event 1ST FIRE discovers the presence of suspected asbestos or other hazardous material 1ST FIRE shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate 1ST FIRE for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If 1ST FIRE, in its sole discretion, determines that continuing the work poses a risk to 1ST FIRE or its employees or agents, 1ST FIRE may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate 1ST FIRE for all services rendered and material provided to date of termination. 1ST FIRE shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall 1ST FIRE be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. 1ST FIRE shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

**23. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.**

1ST FIRE & SECURITY, INC.:

Tax ID or EIN Address

By: \_\_\_\_\_

Dated: \_\_\_\_\_

SUBSCRIBER:

\_\_\_\_\_ Print

Subscriber: Signature by Authorized Officer

Print Name

**1ST FIRE & SECURITY, INC.**  
**610 1<sup>st</sup> Street, Vero Beach, FL 32962**  
**(772) 794-2220**

**STANDARD COMMERCIAL FIRE ALARM MONITORING AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, **2023**, by and between 1ST FIRE & SECURITY, INC. (hereinafter referred to as "1ST FIRE" or "ALARM COMPANY") and \_\_\_\_\_ Barefoot Bay \_\_\_\_\_  
(hereinafter referred to as the "Subscriber").

Location of premises: \_\_\_\_\_ Shopping Plaza \_\_\_\_\_  
\_\_\_\_\_ 935/937 Barefoot Blvd \_\_\_\_\_  
\_\_\_\_\_ Barefoot Bay, FL, 32976 \_\_\_\_\_  
Phone \_\_\_\_\_ 772.664.2063 \_\_\_\_\_

**CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**

**SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:**

Billing shall be: ☐ Monthly ☒ Quarterly ☐ Annually

**1. Monitoring Charges**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the monitoring of the FIRE ALARM system for the term of this agreement:  
Dialer type: NAPCO GSM, installed by 1<sup>st</sup> Fire ☒ To be checked if Communication System (Dialer) remains the property of 1ST FIRE

☐ **2. Monitoring Center Certification**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service

If this option is selected 1ST FIRE will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay 1ST FIRE for any inspections or required changes at 1ST FIRE's then prevailing rates.

☐ **3. RUNNER SERVICE**

If this option is selected 1ST FIRE's Runner upon notification from Monitoring Center of any alarm, supervisory or trouble signals, to the best of 1ST FIRE's ability will respond to Subscriber's location within 2 hours for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to pay 1ST FIRE for any Runs at 1ST FIRE's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once 1ST FIRE is on site.

☒ **4. INSPECTIONS: SYSTEMS TO BE INSPECTED:** ☐ Fire Alarm ☐ Area of Refuge ☐ Fire Hydrant  
☒ Fire Sprinkler ☐ Fire Pump ☒ Fire Backflow Preventer

**Fire Alarm:**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire alarm system per year.

**Fire Hydrant:**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire hydrants per year.

**Stand-pipe:**

Subscriber agrees to pay 1ST FIRE the sum of \$ \_\_\_\_\_ per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the stand pipe system per year.

**Fire Sprinkler:**

Subscriber agrees to pay 1ST FIRE the sum of \$ 66.00 per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 4 inspection(s) of the fire sprinkler system per year.

### Fire Pump:

Subscriber agrees to pay 1ST FIRE the sum of \$\_\_\_\_\_ per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire pump system per year.

### Backflow Preventer: (4 Backflows)

Subscriber agrees to pay 1ST FIRE the sum of \$ 25.00 per month for the term of this agreement, for inspection service. If this option is selected 1ST FIRE will make 1 inspection(s) of the fire backflow per year.

Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services, an inspection will be performed to meet the minimum requirements of the applicable code or AHJ. 1ST FIRE will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which 1ST FIRE has no responsibility or liability. Reporting fees billed separately

### 5. SERVICE CHARGES (Select a or b)

☒ (a) Subscriber agrees to pay 1ST FIRE on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay 1ST FIRE for all parts and labor at the time of service. **Subscriber to initial for per call service option:** \_\_\_\_\_

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY \$91.00 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.

☒ 6. **EXTINGUISHERS** Subscriber agrees to pay 1ST FIRE on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay 1ST FIRE for all parts and labor at the time of service.

### Fire Extinguishers:

Subscriber agrees to pay 1ST FIRE the sum of \$ \$ 7 .00 per extinguisher for the term of this agreement, for annual inspection service. **Any additional services, such as 6-year maintenance, 12-year hydrostatic testing , recharges customer shall be on time and material bases.**

**7. MONITORING SERVICES PROVIDED:** Upon receipt of a fire alarm signal from Subscriber's fire alarm system, 1ST FIRE or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of 1ST FIRE or its Monitoring Center and 1ST FIRE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of 1ST FIRE and are not maintained by 1ST FIRE except 1ST FIRE may own the radio network and 1ST FIRE shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish 1ST FIRE with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List 1ST FIRE will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with 1ST FIRE's notification obligation. All changes and revisions to the account information shall be supplied to 1ST FIRE in writing. Subscriber authorizes 1ST FIRE to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests 1ST FIRE to reprogram system functions remotely, Subscriber shall pay 1ST FIRE \$120.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at 1ST FIRE's customary charges. 1ST FIRE may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Monitoring Center's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Monitoring Center is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched, Subscriber agrees to pay on time and material base, per call.

**8. TERM OF AGREEMENT / RENEWALS:** The term of this agreement shall be for a period of one years. This agreement shall renew itself for consecutive terms of one years under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of the then current term. Termination shall comply with local law. Unless otherwise specified herein, all recurring charges shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

**9. INCREASES OF MONTHLY CHARGE:** After the expiration of one year from the date hereof 1ST FIRE shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

**10. ALARM EQUIPMENT REMAINS PERSONAL PROPERTY:** All equipment and material installed by 1ST FIRE shall remain Subscriber's personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by 1ST FIRE.

**11. EQUIPMENT LIMITED WARRANTY:** In the event that any part of the equipment becomes defective, 1ST FIRE agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. 1ST FIRE reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. 1ST FIRE's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. 1ST FIRE is not the manufacturer of the equipment and other than 1ST FIRE's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, 1ST FIRE makes no express warranties as to any matter whatsoever, including but not limited to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose, and 1ST FIRE shall not be liable for consequential damages. 1ST FIRE does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise;**

that the system will in all cases provide the protection for which it is installed. **1ST FIRE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than 1ST FIRE. 1ST FIRE shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by 1ST FIRE shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on 1ST FIRE's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that 1ST FIRE has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for 1ST FIRE's breach of this agreement or negligence to any degree under this agreement is to require 1ST FIRE to repair or replace, at 1ST FIRE's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If 1ST FIRE is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to repair service contracted under paragraph 2b of this agreement. In accordance with Florida Law 633.348, all equipment supplied shall be approved by NFPA or other nationally recognized testing laboratory approved by AHJ and installed pursuant to standards approved by said testing laboratory. 1ST FIRE will furnish subscriber with appropriate documentation required by testing laboratory standards, operating instructions for all equipment together with diagram of final installation.

**12. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** 1ST FIRE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including 1ST FIRE's negligence or failure to perform any obligation.

**13. REPAIR SERVICE:** The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify 1ST FIRE if any equipment is in need of repair. 1ST FIRE shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, 1ST FIRE shall, during the warranty period or if service has been contracted under paragraph 2b of this agreement, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m.

**14. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by 1ST FIRE.

**15. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse 1ST FIRE for any fees or fines relating to permits, code compliance or false alarms. 1ST FIRE shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should 1ST FIRE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay 1ST FIRE for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of 1ST FIRE assigned by 1ST FIRE to perform any service for or on behalf of Subscriber for a period of two years after 1ST FIRE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, 1ST FIRE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with 1ST FIRE, times twelve, together with 1ST FIRE's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which 1ST FIRE is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons 1ST FIRE requiring any services or appearances, Subscriber agrees to pay 1ST FIRE \$150 per hour for such services and appearances. Subscriber shall reimburse 1ST FIRE for any Monitoring Center charges for excessive signals.

**16. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless 1ST FIRE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by 1ST FIRE's performance, negligent performance, or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against 1ST FIRE or 1ST FIRE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of 1ST FIRE, which shall not unreasonably be withheld. 1ST FIRE shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

**17. EXCULPATORY CLAUSE:** 1ST FIRE and Subscriber agree that 1ST FIRE is not an insurer and no insurance coverage is offered herein. The fire alarm and 1ST FIRE's services are designed to detect and reduce certain risks of loss, though 1ST FIRE does not guarantee that no loss or damage will occur. 1ST FIRE is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by 1ST FIRE's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct. Subscriber releases 1ST FIRE from any claims for contribution, indemnity or subrogation.

**18. INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and 1ST FIRE is named as additional insured and which shall cover any loss or damage 1ST FIRE's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or 1ST FIRE's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. 1ST FIRE shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against 1ST FIRE and its subcontractors for loss or damages caused by perils intended to be detected by 1ST FIRE's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**19. LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF 1ST FIRE AS A RESULT OF 1ST FIRE'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF 1ST FIRE'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT 1ST FIRE'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS

GREATER. IF SUBSCRIBER WISHES TO INCREASE 1ST FIRE'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH 1ST FIRE'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**20. LEGAL ACTION/ARBITRATION:** (a) If 1ST FIRE prevails in any litigation or arbitration between the parties, Subscriber shall pay 1ST FIRE's legal fees. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against COMPANY must be commenced within one year of the accrual of the cause of action or shall be barred. In any action commenced by 1ST FIRE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction and laws of Florida and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where 1ST FIRE's principal place of business is located. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. (b) The parties agree that due to the nature of the services to be provided by 1ST FIRE, the payments to be made by subscriber for the term of this agreement are an integral part of 1ST FIRE's anticipated profits and in the event of subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate 1ST FIRE's actual damages. Therefore, in the event of subscriber's default of this agreement subscriber shall pay to 1ST FIRE 100% of the balance due for the term of this agreement as liquidated damages. 1ST FIRE may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein. Additionally, 1ST FIRE at its option may remove its transmitter or deem it sold to subscriber for the agreed price of \$600.00. (c) Any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of either party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules [www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com).

**21. 1ST FIRE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that 1ST FIRE is authorized and permitted to subcontract any services to be provided by 1ST FIRE to third parties who may be independent of 1ST FIRE, and that 1ST FIRE shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints 1ST FIRE to act as Subscriber's agent with respect to such third parties, except that 1ST FIRE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to 1ST FIRE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of 1ST FIRE.

**22. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH:** Subscriber shall notify 1ST FIRE in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event 1ST FIRE discovers the presence of suspected asbestos or other hazardous material 1ST FIRE shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate 1ST FIRE for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If 1ST FIRE, in its sole discretion, determines that continuing the work poses a risk to 1ST FIRE or its employees or agents, 1ST FIRE may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate 1ST FIRE for all services rendered and material provided to date of termination. 1ST FIRE shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall 1ST FIRE be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. 1ST FIRE shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

**23. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.**

**1ST FIRE & SECURITY, INC.:**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**SUBSCRIBER:**

\_\_\_\_\_ Print

Subscriber: Signature by Authorized Officer

Print Name

Tax ID or EIN

Address



The Board of Trustees must approve and the Chair of the Board, or her/his designee,<sup>47</sup> must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$15,000.00<sup>48</sup> in value.

### **Change Orders or Amendments**

Change order means changes, due to unanticipated conditions or developments, made to a contract, which do not substantially alter the character of the work contracted for and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

The Community Manager is hereby authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the best interest of the public and which do not materially alter the scope of the work contemplated by the initial contract.

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.<sup>49</sup>
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

The Board of Trustees must formally approve all other change orders before work may be authorized to begin.

### **Purchase of Computer, Related Equipment and Supplies**

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.<sup>50</sup>

### **Receiving and Approving Goods and Services**

It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the purchase agreement. If goods or services are not acceptable, the department manager shall take appropriate action and if necessary, notify the Community Manager.

### **Services Performed on BBRD Property**

Vendors performing work on Barefoot Bay Recreation District property, regardless of value of the project or scope of work, are required to:

1. Be properly licensed under existing Federal, State, and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify

The Community Manager is authorized to approve budgeted expenditures of up to \$14,999.99<sup>16</sup> without Board authorization. All expenditures of \$15,000.00<sup>17 18</sup> or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

#### **Use of Purchase Orders-Competitive Pricing**

The primary method of purchasing a product is through a purchase order. A purchase order ensures that proper procedures and approvals have been obtained prior to placing the order for the product. Certain items do not require a purchase order and are listed under exceptions to the use of Purchase Orders.

1. For purchases of up to \$1,999.99<sup>19/20</sup>, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$2,000.00 to \$24,999.99<sup>21/22</sup> informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing and kept on file in the finance office and the requesting department.
3. For purchases in the amount of \$25,000.00 to \$74,999.99<sup>23/24</sup> written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the finance office and the requesting department.
4. For all purchases in the amount of \$75,000.00<sup>25/26</sup> or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain the required number of quotes or bids after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (the required number of quotes cannot be found in a reasonable time) <sup>27</sup> is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor, and price on an "Exception to Competition log" as maintained by the District Clerk.<sup>28</sup>

#### **Blanket Purchase Orders**

Blanket purchase orders may be used for small repetitive specified goods or services from the same vendor that requires numerous orders / shipments over specified periods of time. The use of blanket purchase orders to by-pass the competitive pricing or bid policies is not allowed.

#### **Use of Credit Cards<sup>29</sup>**

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit according to schedule below<sup>186</sup> for purchases when credit accounts or payment by check is not acceptable or efficient. An additional \$2,000.00<sup>31</sup> per month may be pre-approved by the Community Manager as needed. The Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of \$10,000.00<sup>32</sup> for purchases when credit accounts or payment by check is not acceptable or efficient. Department Managers will forward receipts for all purchases made by use of the credit card to the Finance Manager or designee. The Finance Manager or designee shall monitor the usage of departmental credit cards. Credit cards shall be stored in a secured location by the Department Managers when not in use.

1. \$4,500.00 Property Services
2. \$3,500.00 Food and Beverage
3. \$2,500.00 District Clerk, Resident Relations, Golf



## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, July 25, 2023  
Title: **Exceptions to Competition #10 – Golf Course Irrigation Pump #3**  
Section & Item: 11.B  
Department: Golf  
Fiscal Impact: \$6,850  
Contact: Kent Cichon, Community Manager, Ernie Cruz, Golf Manager  
Attachments: Watertronics Quotes, Email Communication  
Reviewed by General Counsel: N/A  
Approved by: Kent Cichon, Community Manager



### Requested Action by BOT

This agenda item is for informational purposes. No action is requested of the BOT.

### Background and Summary Information

The Golf Course irrigation pump #3 recently malfunctioned. Staff obtained two quotes from Watertronics: (1) replacement of the 50 HP motor with an estimated amount of \$6,850 and (2) repair of the 50 HP motor with an estimated amount of \$6,400. Staff chose option #1 to replace the 50 HP motor with an estimated amount of \$6,850. Time to replace the motor is estimated to be no longer than 2 weeks, while time to repair the motor is estimated to be 3 – 4 weeks. This shorter time frame will place less stress on the other pumps. In addition, a new motor will potentially have a longer life span than a repaired motor.

The BOT revised the BBRD Procurement Policy on April 26, 2022, to add the following Exception to Competition on page 13:

**10. Repair and/or replacement of equipment, including but not limited to electrical, plumbing, HVAC, irrigation/pumps, etc., where a vendor has previously performed similar service in a satisfactory manner, as approved by the Community Manager, and not exceeding \$14,999.99 in cost.**

Watertronics previously provided similar service in a satisfactory manner to BBRD and the quoted amount for a replacement 50 HP motor does not exceed \$14,999.99. Therefore, the competitive procurement process was waived and Watertronics was notified to replace the Golf Course irrigation pump #3 50 HP motor.



Pumps | Motors | Controls  
Sales & Service  
Motor Rewinding  
Dynamic Balancing  
Machine Shop  
Preventative Maintenance

July 12, 2023

[ecruz@bbrd.org](mailto:ecruz@bbrd.org)

Barefoot Bay Recreation District  
625 Barefoot Bay Blvd.  
Barefoot Bay, FL 32976-7305

Attn: Ernie Cruz, Manager

Re: Barefoot Bay Golf Course, Job #2001-208  
50 HP Motor

Hello Ernie,

We appreciate this opportunity to quote you on repairs or replacement of the 50 HP motor for Pump #3, located at the Barefoot Bay Recreation Dist., Job #2001-208.

**OPTION #1 – NEW MOTOR**

**PARTS:**

- New 50 HP Nidec Motor, 1785 RPM	\$5,400.00
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**FIELD LABOR:**

- Site visit to evaluate issues 7/12 and travel (billable)	\$ 200.00
- Site visit to remove faulty motor, install new and test, to include travel (est.)	\$ 400.00

**CRANE SERVICE:**

- Crane service to pull faulty motor & install new motor, 1 trip/3 hour minimum	\$ 450.00
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**FREIGHT:**

- Estimated	\$ 400.00
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**TOTAL \$6,850.00**

July 13, 2023

Page 2

Pumps | Motors | Controls  
Sales & Service  
Motor Rewinding  
Dynamic Balancing  
Machine Shop  
Preventative Maintenance

**OPTION #2 – MOTOR REPAIR**

**FIELD LABOR:**

- Site visit to evaluate issues and travel 7/12/23 (billable) \$ 200.00
- Site visit to remove faulty motor, return to shop and travel \$ 300.00
- Site visit to install repaired motor, test and travel \$ 300.00

**SHOP LABOR:**

- Rewind 50 hp motor  
Estimated, sight unseen. If additional repairs/parts are  
needed, we will requote accordingly  
\*estimated 3-4 week lead time \$4,700.00

**CRANE SERVICE:**

- Crane service to pull faulty motor  
1 trip/3 hour minimum (estimated) \$ 450.00
  - Crane service to install repaired motor  
1 trip/3 hour minimum (estimated) \$ 450.00
- TOTAL \$6,400.00**

Any applicable freight charges and taxes will be added at final invoicing.

Please review and let us know if you would like to proceed or if you have any questions.

*Thank you,*

*Brenda Asel  
Admin. Assistant  
Watertronics  
321-255-3700*

## Kent Cichon

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**From:** Kent Cichon  
**Sent:** Friday, July 14, 2023 9:14 AM  
**To:** Ernie Cruz; Charles Henley  
**Subject:** RE: 50 HP Quote

I concur, please proceed with Option 1. Thank you, Kent

**From:** Ernie Cruz <ecruz@bbrd.org>  
**Sent:** Thursday, July 13, 2023 3:25 PM  
**To:** Kent Cichon <KCichon@bbrd.org>; Charles Henley <charleshenley@bbrd.org>  
**Subject:** FW: 50 HP Quote

Per our conversation regarding Motor for irrigation pump, I recommend Option 1 of quote using #10 in exception clause. Please advise.

Ernie J. Cruz, PGA Certified Professional  
Golf Operations Manager  
Barefoot Bay Recreation District  
1225 Barefoot Blvd, Barefoot Bay, Fl. 32976  
Office (772) 663-0631  
Fax (772) 663-0318



PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District (BBRD) is governed by the State of Florida public records law. This means that the information BBRD receives online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**From:** Brenda Asel <brenda.asel@pumpservicenetwork.com>  
**Sent:** Thursday, July 13, 2023 2:48 PM  
**To:** Ernie Cruz <ecruz@bbrd.org>  
**Subject:** 50 HP Quote

Hello Ernie,

Attached please find our quote for either a new replacement motor or repair of faulty motor.

Important to note: our repair technician is on vacation, so projected a 3-4 week lead time if you decide to repair, based on his projected return date.

The new motor is currently in stock in MS, and usually ships within 24-48 from order date.

Please review the attached two options and let me know if you would like to proceed and with which option.

Thank you,

*Brenda Asef*

Admin. Assistant

Phone: 321-255-3700



## Board of Trustees Meeting Agenda Memo

Date: Tuesday, July 25, 2023  
Title: **Storage Lease Agreement including Exhibit "A"**  
Section & Item: 11.C  
Department: Resident Relations  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager  
Attachments: RV STORAGE LEASE AGREEMENT 2023 Revised  
Reviewed by General  
Counsel: N/A  
Approved by: Kent Cichon, Community Manager



### Requested Action by BOT

Consideration of the RV storage fee adjustment.

### Background and Summary Information

During the FY24 Budget Workshop meetings held on March 16th, 21st and April 20th, there was a consensus of the BOT to adjust fees for the monthly RV storage by an increase of \$10.00. On February 23, 2021, the BOT voted to increase RV storage fees by \$5.00 annually for fiscal years 22, 23 and 24. The strike through, underlined storage lease agreement adjusting late fees from \$5.00 to \$10.00, and the monthly increase from \$46.00 to \$56.00 (exhibit A) are attached.

Residents must be given at least a 60-day notice on fee increases. Rate adjustments are to take effect October 1, 2023.

Staff asks for direction.

# BAREFOOT BAY RECREATION DISTRICT STORAGE LEASE AGREEMENT

Lessee Information: Account # \_\_\_\_\_

Name: \_\_\_\_\_

BB Address: \_\_\_\_\_

Primary Mailing Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_ E-mail address \_\_\_\_\_

Other Contact: \_\_\_\_\_

Property Stored: RV \_\_\_\_\_ Boat \_\_\_\_\_ Other \_\_\_\_\_ Sticker # \_\_\_\_\_ Access Card # \_\_\_\_\_

Property Description: \_\_\_\_\_

Total Length of Unit: \_\_\_\_\_ State License Plate # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Assigned Space #: \_\_\_\_\_ West Lot \_\_\_\_\_ Micco Road \_\_\_\_\_

## **RULES AND REGULATIONS**

1. Lessee agrees to waive, release, and hold harmless the Barefoot Bay Recreation District (Lessor) from any and all claims, causes of actions, (specifically including those for acts of negligence), damages, or liabilities of any kind, arising from, or in any way associated with, the Lessee's use of the Barefoot Bay storage area.
2. The commencement date of this Lease Agreement is (\_\_\_\_\_). **This Lease Agreement shall be on a month-to-month basis; Lessee may exercise the right to terminate this Agreement by providing Lessor written notice of its intent to terminate no less than five (5) business days prior to the end of any given month.** Such termination shall become effective upon the first day of the month following Lessee's notice of termination to Lessor. Unless specifically waived by Lessor, Lessee's failure to provide written notice of intent to terminate no less than five (5) business days prior to the end of any given month shall result in Lessee being responsible for the full rent payment for the month following the giving of the notice to terminate. Lessee specifically agrees to remove all property stored in or about the assigned space and storage area immediately upon termination of this Lease Agreement. Should Lessee fail to remove Lessee's property upon termination of this Lease Agreement, Lessor may remove any of Lessee's stored property. Lessee shall be responsible for all costs of removal and storage of Lessee's property. Lessor shall not be liable to Lessee, or in any way responsible for any damage or loss caused to Lessee's property due to removal and/or storage of such property. After storing Lessee's property for two (2) weeks and providing Lessee with notice of same, Lessor may sell Lessee's property to recover any amounts owed to Lessor, including amounts owed for rental payments, late fees, removal and storage fees, and costs of sale.
3. Lessee is solely responsible for all loss or damage to Lessee's stored property.

# BAREFOOT BAY RECREATION DISTRICT STORAGE LEASE AGREEMENT

4. **Lessee shall keep all stored property properly licensed/registered, road-worthy and/or operational for the property's intended use at all times.**
5. Lessee may not sublet their space to anyone. Lessee may only assign this lease to another immediate family member upon prior written notice to, and approval by, Lessor.
6. No stand-alone structures or loose articles will be allowed in any space.
7. Only one (1) unit or trailer per space will be allowed.
8. Dollies accompanying an RV will be allowed (considered to be part of the rig).
9. All rental payments are due on the first day of each month during the term of this Agreement, but may be made in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.
10. Effective October 1, 2016, payment per month, per space is set annually by the Board of Trustees when they adopt the new fiscal year budget. Said rate, plus applicable taxes shall be listed on Exhibit A. Any subsequent increases by the Board of Trustees shall automatically take effect on the 1<sup>st</sup> of October and be added to Exhibit A. Lessor will send to the Lessee either an e-mail or written notification of said increase no less than 60 days prior to the effective date. Lessee is responsible at all times to provide Lessor a current e-mail and/or mailing address. Lessee is responsible for paying the correct amount regardless if he/she receives said notice. A late fee of ~~\$5.00~~10.00 per month shall apply to any account remaining unpaid for greater than seven (7) days.
11. Upon the commencement date of this Lease Agreement all residential renters living within Barefoot Bay are required to pay an amount of two (2) full months' rent plus taxes to be held by Lessor and applied to any balance and/or refunded upon termination. This obligation shall be in addition to the payment of the first month's rent. Renters must provide a copy of their current residential lease prior to execution of the Lease Agreement.
12. Any failure to make a required rental payment within seven (7) days of the payment being due shall be a default of this Agreement. In the event of such default or upon the effective date of any termination pursuant to the terms of this Agreement, Lessor may remove any of Lessee's stored property. Lessee shall be responsible for all costs of removal and storage of Lessee's property. Lessor shall not be liable to Lessee, or in any way responsible for any damage or loss caused to Lessee's property due to removal and/or storage of such property. After storing Lessee's property for two (2) weeks and



# BAREFOOT BAY RECREATION DISTRICT STORAGE LEASE AGREEMENT

providing Lessee with notice of same, Lessor may sell Lessee's property to recover any amounts owed to Lessor, including amounts owed for rental payments, late fees, removal and storage fees, and costs of sale. Failure of Lessor to terminate the Lease Agreement or otherwise take action in default for non-payment of rent as provided in this Paragraph shall not be deemed to be a waiver of Lessor's right to enforce any subsequent default for non-payment by removal of property and/or termination of the Lease Agreement.

13. No gate access card shall be passed on to anyone else.
14. All access cards must be returned upon relinquishment of leased space.
15. A reactivation fee will be charged in the event the access card is deactivated due to default of lease.
16. Lessee shall not change, alter or modify any leased space without the prior written consent of Lessor.
17. Lessee shall maintain the leased space in a clean and safe condition.
18. Lessor shall have the right to terminate this Agreement for violation of any of the terms of this Agreement or violation of the Lessor's General Rules Applicable to District Facilities effective immediately upon service of written notice to Lessee. Lessor shall not be required to provide Lessee any right of cure of any violation as referenced herein. Upon the effective date of such termination, Lessor may take action as provided for in Paragraph 12 of this Agreement.
19. Upon termination of the Lease, Lessee shall immediately surrender the leased space to Lessor in the same condition as it was originally leased to Lessee.
20. Each provision of this Agreement performable by Lessee shall be deemed a covenant and condition. This Agreement represents the complete and final agreement between the parties with respect to any matter mentioned herein, and all prior negotiations are merged herein.
21. This Lease Agreement may only be modified in writing signed by Lessor.
22. All obligations of Lessee to pay rent shall survive termination of this Agreement.
23. In any action by Lessor to enforce the terms of this Agreement and/or to recover any amounts owed by Lessee, Lessee shall be responsible for Lessor's costs of collection, including attorney's fees, court costs, and incidental expenses.

# BAREFOOT BAY RECREATION DISTRICT STORAGE LEASE AGREEMENT

24. This Agreement shall be interpreted and construed under the laws of the State of Florida. The exclusive venue for any dispute arising out of, or concerning, this Agreement shall be the County or Circuit Court of Brevard County, Florida.
25. This Agreement shall be interpreted in a way that avoids any provision being declared invalid or unenforceable. If any provision of this Agreement is ever determined to be invalid or unenforceable, such provision shall be stricken and shall not affect the validity or enforceability of the remainder of the provisions or the Agreement as a whole.
26. The parties recognize and agree that pursuant to Section 83.803, Florida Statutes, the assigned space shall not be used for residential purposes and that Lessee shall not occupy any vehicle stored in the assigned space in any manner for lodging or as seasonal or temporary living quarters in accordance with Chapter 513, Florida Statutes, or as otherwise provided, for any period of time. Violation of this term by Lessee constitutes a material breach of this Agreement and Lessor may terminate the Agreement as provided in Paragraph 17 of this Agreement.

Lessee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Lessor Signature \_\_\_\_\_ Date: \_\_\_\_\_

# BAREFOOT BAY RECREATION DISTRICT STORAGE LEASE AGREEMENT

## Exhibit "A"

### Fee Schedule

Effective October 1, 2016	\$33.00 + tax per month (35.31 with 7%tax)
New Rate Effective October 1, 2017	\$36.00 + tax per month (38.52 with 7%tax)
New Rate Effective May 1, 2021	\$41.00 + tax per month (43.87 with 7%tax)
New Rate Effective October 1, 2022	\$46.00 = tax per month (49.22 with 7%tax)
New Rate Effective October 1, 2023	\$56.00+ tax per month (59.92 with 7%tax)

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, July 25, 2023  
Title: **Kid Swim Badge Waiver Request-Pool #2**  
Section & Item: 11.D  
Department: Administration, District Clerk  
Fiscal Impact: N/A  
Contact: Kent Cichon, Community Manager, Stephanie Brown,  
District Clerk  
Attachments: Request Email  
Reviewed by General  
Counsel: N/A  
Approved by: Kent Cichon, Community Manager



### Requested Action by BOT

Waiver of kids swim badge requirement for the Back to School Kids Swim Party participants to access Pool #2 from 1-4pm on August 6, 2023.

### Background and Summary Information

On July 18, 2023, Trustee Hansen requested this topic be placed on this agenda.

Staff recommends the BOT waive kid swim badges at Pool #2 on August 6, 2023, from 1pm-4pm for the Back to School Kids Swim Party event.

**From:** [Stephanie Brown](#)  
**To:** [Ann Hansen](#)  
**Cc:** [Kent Cichon](#)  
**Subject:** RE: Agenda item for July 25th  
**Date:** Tuesday, July 18, 2023 4:44:22 PM

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Ann,

No problem. It will get completed.

*Stephanie Brown*

District Clerk

Barefoot Bay Recreation District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Phone: 772.664.3141 ext 210

Fax: 772.664.1928

PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District (BBRD) is governed by the State of Florida public records law. This means that the information BBRD receives online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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**From:** Ann Hansen <AHansen@bbrd.org>  
**Sent:** Tuesday, July 18, 2023 4:42 PM  
**To:** Stephanie Brown <sbrown@bbrd.org>  
**Cc:** Kent Cichon <KCichon@bbrd.org>  
**Subject:** RE: Agenda item for July 25th

Thanks Stephanie. I apologize for the delay in sending this request and I am fine if it needs to be added on the day of the meeting. I appreciate the help.

Kind Regards,

Ann Hansen  
[ahansen@bbrd.org](mailto:ahansen@bbrd.org)

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**From:** Stephanie Brown <[sbrown@bbrd.org](mailto:sbrown@bbrd.org)>  
**Sent:** Tuesday, July 18, 2023 4:35 PM  
**To:** Ann Hansen <[AHansen@bbrd.org](mailto:AHansen@bbrd.org)>

**Cc:** Kent Cichon <[KCichon@bbrd.org](mailto:KCichon@bbrd.org)>

**Subject:** RE: Agenda item for July 25th

Good afternoon Ann,

The agenda needs to be completed and noticed 7 days prior to a BOT Meeting. All agenda items are generally in prior to the day I post it. I have already completed this agenda to post today, but I can work on a memo tomorrow to add it in, and re post the agenda again prior to Cindy placing it on any bulletin boards.

Thank you,

Stephanie Brown

District Clerk

Barefoot Bay Recreation District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Phone: 772.664.3141 ext 210

Fax: 772.664.1928

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**From:** Ann Hansen <[AHansen@bbrd.org](mailto:AHansen@bbrd.org)>

**Sent:** Tuesday, July 18, 2023 4:11 PM

**To:** Stephanie Brown <[sbrown@bbrd.org](mailto:sbrown@bbrd.org)>

**Cc:** Kent Cichon <[KCichon@bbrd.org](mailto:KCichon@bbrd.org)>

**Subject:** Agenda item for July 25th

Stephanie,

I need to have an agenda item for the July 25<sup>th</sup> meeting. The Back to School Kids Swim party is planned for August 6<sup>th</sup>. This event is for all school age children and grandchildren in the Bay. My understanding is that the swim passes are free to kids under 16, however we have several over the age of 16 that are attending and volunteering. We would like to have the fee for these people waived for this event. I am assuming that this takes a board vote to make it

happen. If not let me know what the process is and we can work through it.

I appreciate the help and let me know if you need anything further to put this on the agenda.

Kind Regards,

Ann Hansen

[ahansen@bbrd.org](mailto:ahansen@bbrd.org)



## Barefoot Bay Recreation District

625 Barefoot Boulevard  
Administration Building  
Barefoot Bay, FL 32976-9233

Phone 772-664-3141  
[www.bbrd.org](http://www.bbrd.org)

**Memo To:** Board of Trustees

**From:** Kent A. Cichon, Community Manager

**Date:** July 25, 2023

**Subject:** Manager's Report

### Finance

Assessment received – 99.88% collected or \$4,204,852. Balance to collect \$5,189.

### Resident Relations

#### **ARCC Meeting 7/18/2023**

- 4 Old Business – were presented
- 23 Consent Permits – were presented
- 10 Other Permits – were presented

#### **VC Meeting 07/14/2023**

- 25 Cases – were presented

### Food & Beverage

- The 19<sup>th</sup> Hole is now holding Pizz-Asta night from 4-7pm every Wednesday. The menu is a mix of flatbread pizzas and pasta specials. Breakfast is also available at the 19<sup>th</sup> Hole on Sundays from 7am - noon. We continue to hold our successful Rustic Roast every Thursday in Building A from 4 - 7pm. These are all summer hours.

Flyers with all the details are posted.

### Property Services

- Pools
  - Stripped the surface under the covered walkway at Pool #1 and prepared for refinishing
  - Began pressure washing and painting the upper deck of Pool #1
  - Completed replacing the brick pavers around the Pool #1 deck perimeter
  - Repaired Pool #2's pool light falling out of the wall
  - Replaced the doorbells at the pools



#### Property Services (continued)

- Posted the Pool Hosts' business cell phone numbers at each of the pools
- Repaired the small AC in the 19<sup>th</sup> Hole kitchen
- Installed two fire extinguishers at the fishing pier at the direction of the fire marshal
- Repaired loose handrail at the Beach property
- Continued to assist BBRD's engineering firm to address the County's comments on BBRD's major site plan submittal for the Beach Restroom project

#### Golf-Pro Shop

- 2023 Jr. Golf Grant approved: \$2,500
- Jr. Golf Tournament and Award Ceremony
  - July 27<sup>th</sup>
  - 8:30am Shotgun Start
  - Call 664-3174 with any questions
- July Golf All Day & Lunch Special (Monday through Saturday)
  - Call Pro Shop at 664-3174 to reserve your tee time
  - Includes Green Fees, cart, and lunch at the 19<sup>th</sup> Hole
  - Lunch is choice of hamburger, cheeseburger, chicken salad, tuna salad, turkey or ham sandwich, or World Famous Belly-buster Hot Dog
  - All meals include chips and a soft drink
- RFP for Golf Cart Fleet
  - Evaluation Committee concluded their work and made a recommendation to the BOT
- Irrigation Pump #3 motor malfunctioned and will be replaced
- Golf Course Aerification Closure
  - August 14<sup>th</sup>: Back Nine & Putting Green Closed
  - August 15<sup>th</sup>: Front Nine & Range Closed