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## VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: Approval and authorization for the Village Manager to execute the "Second Addendum to Agreement for Security and Fire Alarm Monitoring/Inspection and Service Labor" in order to extend the current Agreement with Summit Fire & Security, LLC pursuant to Section 1 of the Agreement and reflect the CPU-U price increase in accordance with Section 4 of the Agreement.

**ISSUE:** On September 22, 2022, the Village entered into an Agreement for Security and Fire Alarm Monitoring/Inspection and Service Labor ("Agreement") with 1st Fire & Security, Inc. for fire alarm monitoring and labor within the Village. On October 2, 2023, the Village entered into the First Addendum to Agreement for Security and Fire Alarm Monitoring/Inspection and Service Labor to extend the Agreement for the first one-year renewal term and reflect the CPU-U price increase permitted under the Agreement.

The Village consented to the assignment of this Agreement from 1<sup>st</sup> Fire & Security, Inc. to Summit Fire & Security, LLC.

This Second Addendum to the Agreement proposes to extend the Agreement for the second one-year renewal term beginning October 1, 2024 and valid through September 30, 2025 and adjust the annual compensation to \$12,000.90 (Twelve Thousand Dollars & 90/100 Cents) based on a three percent (3%) CPU-U price increase.

**RECOMMENDED ACTION:** Motion to Approve

Initiator	Village Manager Approval	Agenda Date	Village CouncilAction
Public Works Dir.	Approved	10/17/24	Action
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## SECOND ADDENDUM TO AGREEMENT FOR SECURITY AND FIRE ALARM MONITORING/INSPECTION AND SERVICE LABOR

THIS SECOND ADDENDUM TO AGREEMENT FOR SECURITY AND FIRE ALARM MONITORING/INSPECTION AND SERVICE LABOR ("Second Addendum"), made and entered into this day of , 2024, effective retroactively as of October 1, 2024, by and between the Village of Royal Palm Beach, Florida, a municipal corporation organized and existing in accordance with the laws of the State of Florida with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411, hereinafter referred to as the "Village", and Summit Fire & Security, LLC with a principal address at 1025 Telegraph Street, Reno, NV 89502, hereinafter referred to as the "Vendor", both of whom agree that the current Agreement for Security and Fire Alarm Monitoring/Inspection and Service Labor ("Agreement"), made and entered into by the Village and Vendor on the September 22, 2022 is hereby amended and renewed in the following manner:

Section 1: Section 1 of the above-referenced Agreement is hereby modified and shall hereinafter read as follows:

Village and **VENDOR** both hereby agree to enter into this Second Addendum to renew the Agreement for the second of four (4) available 1-year renewal terms as allowed by Section 5 of the Agreement for the Security and Fire Alarm Monitoring / Inspection and Service Labor within the corporate limits of the Village in accordance with the Village Bid Specifications attached hereto as Exhibit A. The Second Addendum renews the Agreement and commences on the 1<sup>st</sup> day of October, 2024 and ends on the 30<sup>th</sup> day of September, 2025.

Section 2: Section 4 of the above-referenced Agreement is hereby modified and shall hereinafter read as follows:

VENDOR shall perform all work required in accordance with the Bid Specifications for the price of \$12,000.90 (Twelve Thousand Dollars & 90/100 Cents) and is hereby authorized to commence on October 1, 2024. The Village agrees to pay VENDOR, One Thousand Dollars & 07/100 Cents (\$1,000.07) per month from October through September with the exception of the payment for the last month which shall be, One Thousand Dollars & 13/100 Cents (\$1,000.13) for preventative

maintenance services commencing October 1, 2024 until September 30, 2025. In accordance with Section 6 of the Agreement, the annual price is increased by 3%, which is the lessor of the latest yearly percentage increase in the All Urban Consumer Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year. Payment for preventative maintenance shall be made within two (2) weeks of receiving the monthly invoice and report, after services have been rendered and are determined by the Village to be satisfactory. The **VENDOR** also agrees to apply and overall 40% Markup on Parts to all part invoices as reflected on the Quote Summary Sheet submitted by **VENDOR**. Payment for repairs shall be made in accordance with Special Conditions, Paragraph L. Upon completion of the services, Village staff will deem if the work is satisfactory and report back to the Village Manager.

Beginning on October 1, 2024 and continuing through expiration of the Agreement on September 30, 2025, **VENDOR** agrees to provide cellular monitoring services at the new Village Hall building, and the Village agrees to pay **VENDOR** an additional monthly service charge in the amount of Forty-five and 00/100 Dollars (\$45.00) per month for Fire Alarm Cellular Dialer and Forty-five and 00/100 Dollars (\$45.00) per month for Elevator Cellular Communication at the new Village Hall building located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411.

Section 3: This Second Addendum shall be attached to the current Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the Village has caused this Second Addendum to be signed and executed on its behalf by its Village Manager; and Summit Fire & Security, LLC has signed and executed this Second Addendum, both in duplicate, with an effective date as noted above.

Summit Fire & Security, LLC	
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Liggins, P.E.	