

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: 17 March 2015

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Sheriff's

APPLICANT: Meridian Fire & Security

AGENT: Capt Mike Sorenson

4. DESCRIPTION: Maintenance Agreement to test and inspect the Fire Alarm detection system at the Laramie County Juvenile Detention Center

Amount \$1137.00

From: 6/1/2015

To: 6/30/2016

5. DOCUMENTATION: 2 Originals and (4) four copies

Clerks Use Only:

Commissioner

Woodhouse _____

Thompson _____

Humphrey _____

Action _____

Postponed/Tabled _____

Signatures

Co Att'y _____

Assist Co Att'y _____

Grants Manager _____

Outside Agency _____

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ADDENDUM TO SERVICE AGREEMENT
between
LARAMIE COUNTY & MERIDIAN FIRE AND SECURITY, LLC.

THIS ADDENDUM is made and entered into by and between Laramie County, P. O. Box 608, Cheyenne Wyoming 82003 (hereinafter referred to as "COUNTY"), and **MERIDIAN FIRE AND SECURITY, LLC.**, 7173 Havana Street, Suite 400, Centennial, Colorado 80112 (hereinafter referred to as "CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Service Agreement Proposal and accompanying Service Agreement Terms and Conditions for the purpose of services to test and inspect the Fire Alarm Detection Systems at the Laramie County Juvenile Detention Center, located at 13794 Prairie Center Circle, Cheyenne, Wyoming 82009, as more fully described in Attachment A, which is specifically incorporated herein by reference. Collectively, these two documents shall be referred to as the Agreement.

II. TERM

This Agreement shall commence on the date the last signature is affixed to the Agreement, and shall remain in full force until June 30, 2016 in accordance with the terms and conditions of this Addendum, unless terminated at an earlier date pursuant to the provisions of this Addendum, or pursuant to federal or state statute, rule or regulation.

III. PAYMENT

COUNTY shall pay CONTRACTOR one thousand one hundred and thirty-seven dollars (\$1,137.00) to perform the Service and Inspection services, as more fully described in the Scope of Work set out in Attachment A, at the Laramie County Juvenile Detention Center, located at 13794 Prairie Center Circle, Cheyenne, Wyoming 82009. CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be in accordance with Wyo. Stat. Ann. § 16-6-602 (as amended). No payment shall be made before the last signature is affixed to this Addendum.

IV. MODIFICATIONS

A. The following provisions of Attachment A, "Terms and Conditions" are excluded and of no force and effect:

1. The final sentence of ¶ 2, "Term and Renewal of Agreement."
2. The final sentence of ¶ 3, "Price and Payment."

3. All of ¶ 6 A & C, "Warranties."
4. All of ¶ 8, "Indemnification, Damages and Limitations of Liability."
5. The final sentence of ¶ 10, "No Conflict with Other Client Agreements."
6. All of ¶ 12, "Assignments and Delegations."

B. In the event that additional work is provided pursuant to Attachment A, "Terms and Conditions", ¶ 4B, or the "OPTIONAL" provision at page 1 of the Service Agreement Proposal, all terms of this Addendum apply and control, including but not limited to Indemnification. All service work and additional work must be done in accordance with industry standards.

V. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall test and inspect the Fire Alarm and Sprinkler systems at the Laramie County Juvenile Detention Center, located at 13794 Prairie Center Circle, Cheyenne, Wyoming 82009, as more fully described in Attachment A.

B. CONTRACTOR agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

VI. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Employee benefits from the COUNTY and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws, and shall maintain liability insurance for all of its personnel. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Addendum or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Addendum; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Addendum (6 pages) and Attachment A (5 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or inability to enforce the Agreement, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Addendum.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, as amended, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. Ann. §§ 1-39-101

to 1-39-121 (2009), by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Addendum.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: No party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered

personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

T. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[The remainder of this page is intentionally left blank]

ADDENDUM TO SERVICE AGREEMENT
between
LARAMIE COUNTY and MERIDIAN FIRE AND SECURITY, LLC

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Amber Ash, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra K. Lathrop, Laramie County Clerk

CONTRACTOR MERIDIAN FIRE AND SECURITY, LLC:

By: _____ Date 3/3/15
Name (printed): Joe Musso

Title: Account Manager

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By: _____ Date 2/26/16
Mark T. Voss, Laramie County Attorney

ATTACHMENT

A



Service Agreement Proposal

Date: **4-Feb-15**

PROPOSAL SUBMITTED TO:	Archer Juvenile Detention Center	PHONE:	307-633-4822
STREET ADDRESS:	13794 Prairie Center Circle	FAX NUMBER:	-
CITY, STATE, ZIP CODE:	Cheyenne, WY	JOB NAME:	Archer Juvenile Detention Center
TO THE ATTENTION OF:	Gary Ford	JOB LOCATION:	13794 Prairie Center Circle Cheyenne, WY

Thank you for the opportunity to provide our quotation for inspection and testing of the fire alarm and sprinkler systems. NFPA 72 requires a maintenance program to be in place for both existing and new fire alarm systems. The attentions pertinent to your fire alarm system are delineated in NFPA-72, Chapter 10, while the frequency for testing is set forth in Table 10.4.2.2. The requirement for detector sensitivity testing are described in Chapter 10.4.3.2. NFPA 25 describes the required test and inspection of water-based sprinkler systems and fire pumps.

NFPA-72-2002, Chapter 10 holds the owner or his designated representative responsible for testing the fire alarm system. Delegation of this testing may be done per Chapter 10.2.2.2. However, a contractual agreement must be in place per Chapter 10.2.2.3.

The following Service and Inspection **Scope of Work** to be accomplished is on the following equipment:

Control Panel	1	Elevator Recall	0	Extinguishers	Unit Price
Remote Power	1	Bell	0		0
Annunciator	0	Remote Test Switch	0	Flow Switch	0
Detectors, Smoke	61	Remote Lamps	0	Tamper Switch	0
Detectors, Duct	0	Manual Pulls	11	Low Air	0
Detectors, Heat	6	Horns	0	Low Pressure Switch	0
Detectors, Beam	0	Strobes	0	Back Flow Preventer	Unit Price
Detectors, Other	0	Horn/Strobes	37	Wet Sprinkler Systems	0
Door Holders/Closers	0	Speakers	0	Dry Sprinkler System	0

Annual Cost: \$1,137

Annual Functional Test of Fire Alarm System.

Annual testing of Control Panel batteries including 30 minute discharge, load and specific gravity tests

Annual testing of Control Panel fuses, interfaced equipment, lamps and LEDs.

Annual inspection of notification devices including horn/strobes.

Annual test of initiating devices including manual pull stations and all detectors.



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Unless otherwise specified, all work is to be conducted during normal working hours 7:00AM – 4:00PM, - Monday-Friday, excluding holidays. We exclude all work on 110vac circuits, sales tax, recharges, hydrotests and cosmetic repair work. Unless specifically agreed, all repair work and/or replacement of parts will be billed at \$95/hr during normal working hours. Technician Cost is calculated portal to portal. Please note our "Terms and Conditions" are hereby included within this proposal.

This Proposal for Service Agreement is good for 30 days.

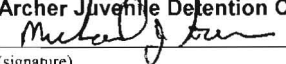
Thank you once again for the opportunity to provide our quotation. Should you have questions please do not hesitate to contact me.

Select all that apply: TERM _____ 1 Year Effective from date of signed proposal.
--

Yours For Safety,
Meridian Fire and Security LLC


Joe Musso
Account Manager
Mobile Phone
Office
Fax
joe.musso@meridianfire.com

(303) 304-2053
(303) 790-2520
(303) 790-2528

Archer Juvenile Detention Center
 Title: CAPTAIN
(signature)
Michael J Sorenson Date: 2/27/15
(printed name)



SERVICE AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is in full force until the service is complete according to the terms contained herein and is between Meridian Fire & Security, LLC . (hereinafter written as Company) and

CLIENT: Archer Juvenile Detention Center

ADDRESS: 13794 Prairie Center Circle
Cheyenne, WY

BILLING ATTN: Gary Ford

SYSTEM 13794 Prairie Center Circle

LOCATION:

1. SERVICE OF THE SYSTEM: The Client agrees to purchase and Company agrees to provide service without liability and not as an insurer, as described herein, services for the purpose of maintaining, Client's fire protection system(s) in accordance with the terms and conditions of this agreement.

2. TERM AND RENEWAL OF AGREEMENT: Customer agrees and acknowledges that this Agreement shall run for onee (1) years from the date of acceptance by Company unless terminated as provided herein. Thereafter, this agreement shall automatically continue in effect from year to year, unless terminated by written notice of either party to the other, thirty (30) days prior to the effective date of the cancellation.

3. PRICE AND PAYMENT: The charge for each Agreement shall include all labor, as described in scope of work. Client agrees to pay Company for the term(s) of this Agreement, Company's applicable charges for preventive maintenance and inspection services and for service calls as set forth under this Agreement. All invoices are due and payable in full according to the stated terms, net 30 and interest at a rate of (1 1/2%) on all unpaid invoices (30) days past due. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year. In any action incurred to enforce this contract or defend services provided according to the contract, the prevailing party shall be entitled to reasonable attorney fees. In the event payment is not received within 30 days, Meridian may, at its discretion, assess interest at the rate of 1 1/2% per month. The Customer also agrees to pay reasonable and customary legal fees or agency commissions sustained by Meridian in pursuit of payment which is past due.

4. MAINTENANCE INSPECTIONS AND SERVICE: For the agreed on amount, as shown in the attached proposal, during the term(s) of this Agreement, Company agrees to provide preventive maintenance as specified in scope of work.

A. Repairs of the system described in attached proposal. Client will be notified, in writing, any components found not to be within manufacturer's acceptable standards and are not delineated in this repair agreement. Client will be notified, in writing, of any components found not be within accepted operating standards. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rate(s) set forth under Para. 4.D of this Agreement.

B. Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Agreement shall be incorporated into and become a part of any order for such additional work, equipment or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the system or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system which cannot be brought up to an acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, may be excluded from coverage under the Agreement and the inspection and maintenance charge adjusted accordingly.

D. Repair(s), diagnosis, addition(s), change(s), relocation(s) or emergency services are not included within the amount quoted unless otherwise specifically stated within Para. 5 herein. These services will not be provided without the written authorization of the Client and will be invoiced at the Company's then current hourly rate for services, including travel charges and per-diem. Client also agrees to pay Company an overtime rate of (1 1/2) times the hourly rate for service(s) required at other than normal working hours for the Company. Normal working hours for the Company are, 8:00AM - 5:00PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturers current published list price.

5. ADDITIONAL:

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.



"An Equal Opportunity Employer"

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NON-COMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT.

C. THE COMPANY DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY SYSTEM REFERRED TO IN THIS AGREEMENT OR ANY SERVICE, INSPECTION, OR MAINTENANCE PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES IS DESIGNED TO PERFORM, DETECT OR AVERT. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON COMPANY SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, AND THAT THE COMPANY HAS MADE NO REPRESENTATIONS EXCEPT AS ARE CONTAINED IN THIS AGREEMENT. COMPANY IS NOT AN INSURER AGAINST LOSS OR DAMAGE, AND ALL INSURANCE ARRANGEMENTS TO COVER LOSS, PROPERTY DAMAGE OR PERSONAL INJURY MUST BE MADE SEPARATELY BY THE CLIENT. THE CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE PREMISES OR TO THE CONTENTS THEREOF, AS WELL AS ALL RISK TO THE PHYSICAL OR MENTAL WELL-BEING OF PERSONS THEREIN. THE LIMITED WARRANTY

CONTAINED IN THIS AGREEMENT GIVES THE CLIENT SPECIFIC LEGAL RIGHTS. THE CLIENT MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY, FROM STATE TO STATE.

7. RESPONSIBILITIES OF CLIENT: The Client agrees to:

- A. Promptly notify Company of any known or suspected trouble or malfunction in the system.
- B. Meet manufacturers' specifications. All replaced parts become the property of the Company.
- C. Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair, maintain or inspect the system(s) and to make any changes or alterations to the system(s), as may be necessary. Client also agrees to provide Company with appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel
- D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the system by the Company.
- E. Neither authorize nor permit maintenance, repairs or modifications of any kind to be made to the system, except by the Company or as specified and approved in advance by the Company.
- F. Assume complete responsibility for the maintenance and repair of the system.

8. INDEMNIFICATION, DAMAGES AND LIMITATIONS OF LIABILITY. COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, INCLUDING PERSONAL INJURIES AND DEATH ASSERTED BY ANY PERSON, INCLUDING THOSE NOT A PARTY TO THIS AGREEMENT, RELATING TO OR ARISING FROM THE ALLEGED IMPROPER ACTS OR ACTIONS/NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, OCCURRING IN ANY WAY FROM THE INSTALLATION, OPERATION, MAINTENANCE, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

9. ADDITIONAL COMPANY RESPONSIBILITIES.

- A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of god or any other circum stances beyond the control of the Company, as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the Company or what may be required to properly service the system.
- B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.
- C. Company will provide necessary test equipment required to perform service(s) under this agreement. during testing and certification.
- D. If replacement parts are necessary under this Agreement, Company may provide new and/or used replacements.

10. NO CONFLICT WITH OTHER CLIENT AGREEMENTS. Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other agreement in any way.



"An Equal Opportunity Employer"

11. LICENSES, TAXES, PERMITS AND FALSE ALARMS. Client shall identify any rules, regulations, standards or codes with which the system must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

12. ASSIGNMENTS AND DELEGATIONS. The Company may assign this Agreement to any other person, firm or corporation without notice to or approval by the Client, and may subcontract any activities, which it may perform under this Agreement. The Client may not assign or delegate any rights or obligations under this Agreement, either voluntarily or by operation of law, without advance written consent of the Company.

13. ENGINEERING CHANGES. Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement, but will not relieve the Client of its obligations hereunder. No other engineering changes or system modifications are covered by this Agreement except as may be otherwise specifically provided herein.

14. INVALID PROVISIONS. If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

15. ENTIRE AGREEMENT. This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

16. RECEIPT AND REVIEW OF AGREEMENT. The Client specifically acknowledges that it has received a copy of this Agreement in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing the Agreement has the full authority of the Client to bind the Client, to the fullest extent provided by law, to the terms of this Agreement.

17. CLIENT ACCEPTANCE:

0

Michael Sorenson CAPTAIN
Name Title

(Signature) Date: 2/27/15

18. COMPANY ACCEPTANCE:

Joe Musso joe.musso@meridianfire.com
Account Manager (303) 304-2053

(Signature) Date: 3/3/15