ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, MARCH 26, 2014

IN REF. ORDER NO 29 Service Agreement Bid for Law Enforcement Center Security and Fire Systems

GENERAL MAINTENANCE AGREEMENT

JOB NO.
COST CODE NO.
CONTRACT NO.

CI3 Integrators, hereinafter referred to as the contractor, offers certain general maintenance service, which is specifically described in the following terms and conditions of this instrument, for Adair County, at The Adair County LEC, in connection with only those devices itemized in Schedule A hereto, for the net annual fee of $ (See Pricing Schedule A).

Under this agreement, the contractor shall inspect, clean, adjust and calibrate as necessary, the control components as listed in the hereinbefore-mentioned Schedule A. In connection with service to these instruments, the contractor shall be free to start and stop equipment as may be required to ascertain satisfactory operation of the controls.

Additionally, should the replacement of components become necessary, as determined by the contractor, for the proper performance of the system, such replacement shall be as itemized in Schedule A, except that the contractor shall always have the option to repair existing devices when it is more economical to do so. Such replacements or repairs shall be made as quickly as parts can be obtained.

Work under this agreement shall be performed during regular working hours, Monday through Friday, except that emergency repairs shall be performed regardless of the time of day or the day of the week. The acceptor agrees to limit the call for overtime work to true emergency situations, when the proper maintenance of listed equipment is vital to the acceptor's personnel or equipment. The contractor agrees to respond within 4 hours of notification for such an emergency.

Labor and materials expended in the performance of this general maintenance agreement for the Electronic Control System, shall be itemized by the service technician through the use of a service report and shall be signed by the acceptor's representative to certify services performed. A copy of this report shall clearly indicate the services performed that day, and shall enable the building management personnel to track the services rendered.

It is understood that a 12-month contract will be accepted. The period covered by this agreement is January 1, 2014, through December 31, 2014.

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This contract is legal and binding to both parties upon signature of same. Either party has the right to terminate this agreement for non-compliance. Termination of contract requires a 30-day written notice to the party terminating the contract, with reasons for the contract termination.

In testimony of their agreement as hereinbefore given, the parties hereto have hereinafter affixed signatures.

Accepted by:

Adair County, Missouri

By:

Title

Date

CI3 Integrators
13426 West 99th St.
Lenexa, Ks. 66215

By: David A Edgington

Title: Operations Manager

Date:

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Idemnification
The contractor will idemnify and hold harmless Client against and from any and all claims arising from Contractor's maintenance of the building and will hold harmless Client against and from any and all claims directly arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this agreement, or arising from any act of negligence of Contractor or any office, agent, employee, guest, or invitee of Contractor, and from all and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim or in any action or proceeding brought thereon, and in any case, action, or proceeding brought against Client by reason of any such claim, Contractor, upon notice from Client, will defend the same at the Contractor's expense by counsel approved in writing by Client.

Insurance
The Contractor will, at all times during the term of this agreement, and at its sole cost and expense, maintain workmen's compensation insurance as required by law; bodily injury liability and property damage liability, naming the Client as additional insured for all sums for which Client becomes or may become legally obligated to pay as damages or awards because of bodily injury or property damage liability caused by any occurrence or accident and arising out of the maintenance of the building and all operations necessary or incidental thereto. Contractor shall maintain insurance wherein the insurance carrier has the duty to defend and settle any suit against Client seeking damages on account of such bodily injury or property damage even if the allegations of the suit are groundless, false, or fraudulent.

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Schedule A

Electronic Control System:

CI3 Integrators will repair or replace any part of the equipment listed due to failure. This equipment is for the base building.

Software House APC/8X Access control system including processor panel, proximity card readers and access control software.

Software covered by this agreement includes: Software House Access Control CCURE-800.

Edwards fire alarm system including: software, processor, smoke detector devices, horn/strobe devices and Input/output controls connected to the fire alarm system.

Montgomery Technology detention security system including: graphic control panels, MTI computer, electronic control of field devices for door lock and status control, intercom audio system, amplifiers, substations, electronic switching boards, master station receivers, CCTV switching boards, PLC controller, and touch screen computer.

CCTV system including: cameras, lenses, monitors, DVR's (including interview room), DVR remote view software, and Fiber transmission devices.

Schedule A Continued

CI3 Integrators will schedule twice a year visit to perform routine software maintenance of the front end to insure the integrity of the system. There will be a logbook located by the front-end computer to track when and what services were performed. One access

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ATTEST: _____   _____
County Clerk   Presiding Commissioner