

Assessor's Parcel Number: N/A

Date: APRIL 19, 2018

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
(GR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

 CONTRACT #2018.062
(Title of Document)



March 14, 2018

By and between:

CONTRACTOR
Overhead Fire Protection, Inc.
P O Box 5863
Sparks, NV 89432

and

CUSTOMER
Douglas County Facilities
PO Box 218
Minden, NV 89423
Attn: Glen Radtke

[Signature]
DOUGLAS COUNTY
CLERK

2018 APR 19 AM 11:41

NO. 2018.062

FILED

Proposal includes monitoring services for Douglas County at the following locations:

- Minden Inn - 1594 Esmeralda Ave
- Douglas County Library - 1625 Library Road
- Sheriff Administration / Judicial Building - 1625 8th Street
- Douglas County Administrative Services - 1616 8th Street
- Douglas County Airport - 2190 Taxiway, Hangars A, B, C, D, E, F and G
- Douglas County Records Building - 1120 Airport Road
- Douglas County Animal Shelter - 921 Pinenut Road
- Lake Tahoe Administrative Building - 175 Highway 50
- Lake Tahoe Library - 233 Warrior Way

Total Annual Investment Price

\$3,375.00 (Three Thousand Three Hundred Seventy-Five Dollars)

CENTRAL STATION MONITORING

We propose to provide 24-hour central station monitoring of your Fire/Life Safety Systems. Monitoring agreement services include ...

- Required 24-hour digital communicator timer tests.
- Supervision of digital communicators and telephone service.
- Call out notification of alarm, trouble and supervisory occurrences.
- All monitoring performed at Overhead Fire Protection, Inc's designated and UL Listed central station.

DIGITAL COMMUNICATOR PROGRAMMING

Overhead Fire Protection shall program all existing digital communicators for central station monitoring. Each communicator shall connect to two (2) telephone lines, provided by you, for monitoring purposes. Upon completion, signals shall be transmitted to our central station and verified for proper receipt.

Communicator programming shall be performed at no charge upon customer authorization of this agreement.

Note: Overhead Fire Protection will not be able to perform the programming required to complete the initial monitoring service changeover at the Sheriff Administration/Judicial Building. The Fire Alarm Control Panel/Communicator at that location is an Edwards EST3/CPU model, which is a proprietary fire alarm system. An Edwards/EST authorized service technician will be required to perform the programming changes needed to complete the changeover. Any additional costs associated with these one-time programming changes are not included in this proposal.

A \$10 fuel service charge will appear on each invoice. Agreement coverage will begin on date of acceptance. The coverage included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between us. This agreement is the property of Contractor and is provided for the Customer's use only. No waiver, change, or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor. The term of this agreement shall be one (1) year from the date of acceptance and shall automatically renew each year thereafter until either party terminates said agreement with at least thirty (30) days written notice. Contractor's current charge shall apply for each renewal period.

During the initial agreement term, Customer shall pay the Contractor for the work performed by Contractor as designated in contract options defined in the Agreement portion of this contract. The Customer shall pay the Contractor the full amount of all billing invoices for work performed by Contractor within thirty (30) days after the mailing of the billing invoice. Customer shall remain responsible for the payment of invoices for services performed by Contractor through the date of the termination of this agreement. Customer shall pay the Contractor a finance charge of one and one-half percent (1 ½%) per month on the amount of all past due invoices. If Customer fails to pay the full amount due Contractor may at its option, terminate this contract and in any event will not be obligated to perform any additional work until the amount past due has been received by the Contractor.

Contractor's obligation to perform the work described in this Agreement is not and shall not be construed as an assumption or assignment of exclusive control or responsibility for the maintenance, repair or condition of any fire protection equipment or the fire protection system. Customer retains control of all fire protection equipment and the fire protection system, and Customer shall at all times have and bear the exclusive responsibility for the maintenance, repair, condition and operability of all fire protection equipment and the fire protection system.

The inspection/test results shall be entered on the Contractor's current report form. The Contractor will forward reports of inspections to the fire department (or to other local authority authorized to receive such reports), and to the Customer. The Report and any recommendations by the Contractor are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to property by indicating obvious defects or impairments in the equipment and/or system inspected and/or tested. Contractor's reports are not intended to imply that any or all other defects, hazards, impairments, inadequacies or other aspects of the equipment and/or system have been detected, addressed, remedied or controlled at the time of inspection. Final responsibility for the condition and operation of the fire protection equipment and fire protection system remains with the Customer at all times.

The inspection and testing provided under this Agreement does not include any maintenance, repairs, alterations, or replacement of parts or any field adjustments. Should Customer request any such work, the Contractor shall perform on a time & material basis or provide the Customer with an estimated price before the additional work is performed.

Emergency service requested by Customer will be provided at extra charge. Any service calls received after close of the normal industry workday, weekends and holidays will be charged at the emergency service rate in effect at the time of the service call.

In the event additional equipment is installed after the date of this Agreement, the inspection charges shall be increased in accordance with Contractor's prevailing rates as of the first inspection of such additional equipment.

Customer hereby acknowledges Customer's obligation and responsibility to maintain all equipment and maintain a system in good repair and operative condition. Customer covenants and warrants that Customer will, at all times, prudently and diligently maintain all equipment and systems in good repair and operative condition, free of any defects, hazards, impairments, or inadequacies.

The Contractor makes no warranties, express or implied, relating to any work or services performed under this Agreement. To the maximum extent permitted by law, the Contractor disclaims all warranties, express, implied or statutory, including, but not limited to, any implied warranties of merchantability, or fitness for a particular purpose.

Customer shall indemnify, defend and hold Contractor harmless of and from any and all claims, causes of action, liabilities, proceedings, litigations, costs, fees, expenses, injuries, losses and damages of any kind, asserted by any person or entity, arising out of Customer's failure to perform or comply with Customer's obligations under this Agreement, Customer's failure to comply with applicable laws, codes, ordinances, rules or regulations, or any act or omission (e.g. negligence, inadvertence, oversight, reckless or wantonness) of Customer or out of any alleged act or omission of Customer, including, but not limited to, any claim or cause of action asserted by any third party for personal injury, death, or property damage arising from Customer's failure to maintain any fire protection equipment or system or Customer's failure to keep any such equipment or system in good repair or operative condition.

THE UNDERSIGNED HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Overhead Fire Protection, Inc.

By:

Daren Hargett

Printed Name: Daren Hargett

Da

Overhead Fire Protection

4/12/18

Accepted by Customer

By:

Ronald J. Roman

Printed Name: RONALD J. ROMAN

Title: INTERIM PUBLIC WORKS DIRECTOR

Date: 4-11-18

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

17th day of April, 2018

By [Signature]