

Unique Security Inc.

Integrated Security Equipment and Controls

Service Agreement

Agreement is made this 11th day of June in the year of 2015.

Between: Unique Security Inc.
882 Plantation Way
Montgomery, AL 36117
(Hereinafter referred to as USI);

and: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY. 40507

Both parties agree to the conditions as set forth below in this Agreement that, Unique Security, Inc (hereinafter USI) is retained by the Lexington-Fayette Urban County Government (hereinafter LFUCG) for the purpose of providing service and maintenance support to the LFUCG for the electronic security systems and equipment as referenced herein and in the LFUCG's **RFP #68-2014**.

It is agreed that USI will take reasonable care and precautions in the performance of its work, and the LFUCG shall maintain all necessary and required Insurance coverage to protect itself against damage or injury to persons or property. Nothing herein is intended or should be construed as implying that USI is not responsible for damages or injuries caused by or resulting from any act of negligent or omission it commits in providing the services provided under this Agreement.

The LFUCG's Request for Proposal #68-2014 Security Electronics System Maintenance (hereinafter "RFP") is incorporated by reference as if set out verbatim herein and made part of this Agreement. The parties agree that in the event that there is a conflict between the provisions of this Agreement and the provisions of the RFP, the language and provisions of the RFP shall apply. Attachments A, B, C, D and E as attached and are made part of this agreement.

Scope of Work

The scope of work defined in the RFP and defined in this Agreement, including a summary of the systems and equipment that are as listed in Attachment A. USI agrees that it will maintain these systems and equipment in good working order consistent with the manufacturer's recommendations and within the industry standards and workmanship. The work activities of this proposal shall be scheduled, and performed during a time frame that is established and agreed upon by both USI and The Facility. All services will be performed during normal working hours of USI's normal working days; except as specifically outlined elsewhere in the RFP and in this proposal. Work requested to be performed outside the normal working hours of USI may require additional compensation. USI will perform the periodic routine maintenance, phone service support, and emergency and service calls as defined in the following sections and attachments:

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Routine / Preventative Maintenance

As part of this service Agreement, a routine on-site check of the electronic control systems and equipment will be conducted by USI technicians during each routine on-site LFUCG shall submit a detailed maintenance and incident report (reference Attachment "C") of all system malfunctions and/or incidents which require USI disposition during the onsite inspection. The LFUCG shall submit these requests for preliminary disposition two (2) weeks prior to the scheduled visit. These items shall be submitted via email, US mail or facsimile to USI's point of contact provided in attachment "B". All materials required for preventative maintenance, or which are required to return or maintain the systems and equipment in good working order will be billed to the customer per Attachment "D".

In general, and unless otherwise stated in this agreement:

- All covered electronic systems and equipment shall be inspected during each on site visit to verify systems and equipment are operating properly.
- Equipment cabinets and enclosures will be cleaned and maintained on an annual basis.
- Equipment with manufacturer recommendations requiring more frequent servicing procedures will be identified and those activities will be conducted accordingly.
- USI shall identify to the LFUCG any material, equipment or systems that are not performing within satisfactory guidelines, which cannot be resolved during the on-site visit and/or requiring procurement of materials or equipment. USI shall also include their recommendation for resolution of the outstanding issues.

Telephone / Internet Support

Items requiring attention between scheduled visits and when possible, USI shall attempt to resolve these items via phone support with the LFUCG's personnel. As part of the base contract price for this Agreement, an allotted amount of time is reserved for telephone and internet support for the purpose of system diagnostics and item resolution. Should the LFUCG require support beyond the allotted time, the additional hours will be billed in accordance with Attachment "D."

In the event the non-critical issues (either during or after business hours) cannot be resolved by USI via phone support, both the USI's contact and the Facility's contact will agree to the necessary actions required based on the severity of the problem and the impact on the facility's operation.

Recurring and nuisance problems (non-critical or non-emergency) will be identified in the incident logs referenced above (Attachment "C"), will be resolved during the scheduled routine service visits.

For non-emergency requests for on-site support, which the Facility requires resolution prior to the next scheduled routine site visit, USI will work with the Facility to dispatch personnel in a timely and cost effective fashion. Items which are considered "critical or catastrophic" (issues which involve the security or safety of the residents or staff, or issues

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affecting the secure perimeter of the installation will constitute an emergency) and will be handled as defined as follows:

Emergency Calls and Dispatch

All “critical” service requests for on-site support requiring immediate dispatch of USI personnel to the site will be billed in accordance with “Attachment D”, except as may be otherwise stated or agreed to by both parties. All reasonable efforts will be made to dispatch personnel within eight (8) hours for an emergency service request and be on-site within sixteen (16) hours from notification.

Service Calls

All service requests between scheduled service calls which require dispatch of USI personnel to the LFUCG’s site will be billed in accordance with Attachment D, except as may be otherwise stated in this agreement or agreed to by both parties. All efforts will be made to dispatch personnel within eight (8) and be on-site within sixteen (16) hours from notification.

Reasonable efforts will be made to dispatch personnel within one (1) week for normal service requests for which the LFUCG requires resolution prior to the next scheduled routine maintenance visit.

Point of Contact

Primary contacts for the administration of these services will be as designated in “Attachment B”. The administrators will be the main points of contact for execution of the work defined in the RFP and herein, and will coordinate all communication, and work activities and authorizations in accordance with any executed Agreement. These individuals shall have the authority, for their respective parties, to make decisions, commitments, and agreements in order to minimize any impact to emergency service requests.

Work Access

The Facility agrees to provide reasonable access to the areas where the systems and equipment are currently installed, which are covered under this proposal. USI acknowledges for safety and security purposes all areas may not have free access at all times. Where access may be limited, the Facility shall identify those areas and the work shall be scheduled to provide access to those areas to minimize any undue impact on the execution of the work to be performed by USI. Where special equipment or services such as lifts, hoists, cranes, scaffolding, etc. is required to service or maintain the equipment and devices covered under this proposal, the Facility agrees to provide said equipment or services and/or reimburse USI for costs incurred for those items or services.

Liability and Indemnification

USI shall not be responsible for failure to render service due to causes beyond its control. This shall include but not limited work stoppages, fires, floods, civil disobedience's, riots, acts of God and other similar occurrences where the reasonable safety of personnel cannot be maintained. USI reserves the right to suspend or terminate execution of the services of the executed

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Agreement due to lack of payment until such time payment is made, or terms of payment are agreed to by all parties. The Facility agrees to hold harmless and indemnify USI from any and all claims for damages, actions, or costs (including reasonable attorney and legal fees) arising from or related to the services provided by USI, except where those claims, damages, actions, or costs are a result from the sole negligence of USI. USI will not be liable, in any case, for any claims or demands for damages, actions, costs, etc., which exceed the sum of payments received to date, by USI and The Facility specifically waives all rights to assert such claims. It is understood and agreed by the parties that USI hereby assumes responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of USI or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "USI") under or in connection with this Agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

USI shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by USI's negligent performance or breach of the Agreement and/or the negligent provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use of resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the USI; and (b) not caused or contributed to the active negligence or willful misconduct of LFUCG.

Notwithstanding, the foregoing, with respect to any professional services performed by USI hereunder (and to the fullest extent permitted by law), USI shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expense, interest, defense costs and reasonable attorney fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of USI in the performance of this Agreement.

In the event LFUCG is alleged to be liable based upon the above and if LFUCG did not cause or contribute to the alleged damages based upon its own negligent acts or omissions, USI shall defend such allegations and shall bear all costs, fees, and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorney approved in writing by LFUCG, which approval shall not be unreasonably withheld.

These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

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Termination

. The LFUCG reserves the right to terminate this Agreement with or without cause upon providing thirty (30) days written notice to USI of its intent to terminate in accordance with the terms and conditions set out in No. 12 of the General Provisions form of the RFP. USI reserves the right to terminate this Agreement upon providing ninety (90) days written notice to the LFUCG of its intent to terminate.

Pricing and Payment Terms

The LFUCG shall pay to USI the total annual price as listed below, for that scope of work defined in LFUCG's RFP #68-2014 and the base services of this Agreement. As part of this Agreement, USI's standard material and labor rates for services not specifically included in the base price services of this Agreement shall be discounted as listed in Attachment "D." In any case, all extra work, material or labor required or requested beyond base price scope shall require specific authorization from the LFUCG prior to USI proceeding with the work. The LFUCG shall utilize USI's standard Work Authorization form, included as Attachment "E" to this agreement.

The LFUCG agrees to pay USI an annual payment each year prior to USI's 1st scheduled service trip each year.

All other (per-approved added or extra work) costs associated with work performed in accordance with this Agreement will be billed for separately and the LFUCG agrees to make full payment of such invoices within thirty (30) days of the date of the invoice. USI reserves its right to refuse service or cancel this Agreement at any time that payments become delinquent.

The agreement is for four (4) Quarterly inspections of the covered systems and equipment as defined herein and in the LFUCG's RFP #68-2014, but shall not exceed:

- 40 man-hours of onsite support per inspection period (4 trips per year);
- 8 hours of telephone support per inspection period (32 hours total per year);

This Agreement is for a three (3) year term for sum total of \$ 142,355.00.

Year #1:	\$ 47,451.67
Year #2:	\$ 47,451.67
Year #3:	\$ 47,451.66
	<hr/>
	\$142,355.00 Total

The initial term of this Agreement is for three (3) years with an option to renew for up to three (3) each, additional 1 year renewal terms. Renewal prices shall be negotiated based on the U.S. Department of Labor Consumer Price Index (CPI).

This Agreement, including any reference Attachments and the RFP, constitutes the only binding agreement between the USI and the LFUCG. This Agreement is entered into as of the day and year first written above and constitutes the date of execution. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In event of any proceeding regarding this Agreement, the Parties agree that the venue shall be the Fayette County Circuit Court or the Eastern District of Kentucky, Lexington Division. The parties expressly consent to personal jurisdiction and venue in such court for the limited and sole purpose of

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proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

Gary Hart
Witness

Steve Hunt
USI
STEVE HUNT Co-Owner VP
Print Name and Title

Mark Maller
Witness

Jim Gray
Lexington Fayette Urban Co. Government
SIM GRAY, Mayor
Print Name and Title

Print Name and Title

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Attachment A to Service Agreement **Delineation of Systems and Equipment Covered by this Agreement, located at 600 Old Frankfort Circle Lexington, KY 40510**

I *Programmable Logic Control System*

Routine / Preventative Checks:

- Input voltage check at each system
- Ram battery backup
- All relay boards are securely mounted
- Dust and remove debris accumulation
- Internal error and reboot logs

II *Touchscreen Controls*

Routine / Preventative Checks:

CPU:

- CMOS battery check
- Review of error logs
- Archive and delete log and temp files
- Defragment Hard drives
- Dust and remove debris accumulation

Monitor:

- Degauss and Screen adjustment
- Touch overlay cleaning
- Touch overlay calibration

III *Relay and Terminal System*

Routine / Preventative Checks:

- Relays are properly seated
- DC power supply voltage levels
- Power supply ambient temperature.
- Wiring termination integrity.
- Dust and remove debris accumulation
- Cabinet air circulation filters (if applicable)

IV *UPS System*

Routine / Preventative Checks:

- Input and output voltage check at each system
- Storage battery voltage level
- Inverter check
- Dust and remove debris accumulation
- Internal error and alarm logs

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V *Intercom and Paging System*

Routine / Preventative Checks:

Input voltage check at each system equipment ambient
Temperature, general sound level and quality in each area
Adjust sound levels as necessary
Dust and remove debris accumulation

VI *CCTV System*

Routine/Preventive Checks:

Headend Equipment (Switchers and Recorders)
DC power supply voltage levels
Power supply ambient temperature.
Wiring termination integrity.
Dust and remove debris accumulation
Cabinet air circulation filters (if applicable)
Monitors and Cameras

VII *Access Control System*

Routine/Preventive Checks:

DC power supply voltage levels
Power supply ambient temperature.
Wiring termination integrity.
Dust and remove debris accumulation
Cabinet air circulation filters (if applicable)

VIII *Duress/Watchtour System*

Routine/Preventive Checks:

DC power supply voltage levels
Power supply ambient temperature.
Wiring termination integrity.
Dust and remove debris accumulation
Cabinet air circulation filters (if applicable)

IX *Utility Control System*

Routine/Preventive Checks:

DC power supply voltage levels
Power supply ambient temperature.
Wiring termination integrity.
Dust and remove debris accumulation
Cabinet air circulation filters (if applicable)

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X *Security Management System (SMS)*

Routine/Preventive Checks:

- CMOS battery check
- Review of error logs
- Archive and delete log and temp files
- Defragment Hard drives
- Dust and remove debris accumulation

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Attachment B to Service Agreement

Point of Contact Information Sheet

USI Primary Contact: Steve Hart

Office Telephone (334) 239 - 8343
Mobile Phone (334) 657-1323
Facsimile (334) 239 - 8368
Email stevehart@uniquesecurityinc.com

USI Secondary Contact : Lonnie Mosier

Office Telephone (334) 239 - 8343
Mobile Phone (334) 657 - 1328
Facsimile (334) 239 - 8368
Email lmosier@uniquesecurityinc.com

USI address: Unique Security Inc
844 Lagoon Commercial Blvd
Montgomery AL 36117

The Facility/LFUCG's reporting Email address:

The Facility/LFUCG's Primary Contact

Secondary Contact _____
Address _____

Telephone _____
Facsimile _____

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Attachment D to Service Agreement

Standard Service Rates

(for any services outside of the normal agreement)

	Standard	Service Agreement
Project Engineer	\$175.00/hr	\$120.00/hr
Software Programmer	\$150.00/hr	\$100.00/hr
Service Technician	\$ 100.00/hr	\$ 85.00/hr
Telephone Support	\$ 80.00/hr	\$ 65.00/ hr
Travel Time	\$ 100.00/hr	\$65.00 (emergency)
Materials	Cost + 50%	Cost + 30%
Per Diem (Meals and Lodging) (Per Day/Per Person)	\$ 225.00	\$ 175.00 (emergency)
Travel expenses & Misc. Costs	Cost + 40%	Cost + 30%

Note: Unless mentioned above, all hours in excess of eight (8) Hrs. per day and all hours outside of normal business hours will be billed at 1- 1/2 times listed rate. Holidays will be billed at 2 times listed rate. Travel time is portal to portal and will be billed at a rate of \$65.00/Hr.

