

Pro-Tech Building Systems

London Corporation Contracting Division
 2245 W. University Drive, Suite 7
 Tempe, Arizona 85281
 (480) 668-5888 Fax: (480) 968-7992
 AZ License No.: ROC175672

This agreement made this 1st day of July, by and between London Corporation, d.b.a. Pro-Tech Building Systems hereinafter called "Contractor", and City of Peoria, Arizona hereinafter called "Purchaser".

WITNESSETH: That for the considerations and covenants hereinafter specified the parties hereto do, for themselves, their successors and assigns, mutually covenant and agree as follows:

1. Contractor agrees to provide central station monitoring service of the Fire Alarm Systems located at 32154 N. Vistancia, Peoria, AZ 85383 in the City, Town, or Township of Peoria, State of Arizona. The central station monitoring shall include the services set forth on the attached Exhibit "A".
2. The Purchaser hereby agrees to pay Contractor the sum of two-hundred fifty Dollars (\$250.00) per Year plus tax, paid in advance for a term of (1) year(s).
3. The Purchaser agrees to pay, in addition to the charges above, any false alarm assessments, taxes, fees, or charges that are imposed by any governmental body relating to the service provided under this agreement. This includes any alarm permits the Purchaser is required to maintain.
4. The Purchaser hereby agrees to provide and pay the expense of two telephone lines, to be utilized by the Fire Alarm Systems.
5. The Purchaser agrees to furnish necessary electric current through the Purchaser's meter at the Purchaser's own expense to the Fire Alarms Systems.
6. Upon non-payment of any sums due Contractor under the terms of this agreement, or in the event of any breach by Purchaser of any terms of this agreement, Contractor reserves the right to cancel this agreement upon written notice of its intention to do so.
7. Contractor and its agents shall have the right to enter onto the premises of Purchaser to install, program, test, and/or make repairs in connection therewith during normal business hours, and further, to make any changes in or alterations to the system made at the request of the Purchaser. It is understood and agreed that Contractor's obligation relates to the central station monitoring service only and that Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of said system(s), any device or devices of the Purchaser or of others to which devices of the specified system(s) are attached unless covered under other warranties or agreements with Contractor.

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8. Contractor assumes no liability for delays or interruptions of service due to acts of God, or any cause beyond the control of Contractor, and will not be required to supply service to the Purchaser while interruption due to the continuance of any such cause.
9. In the event the Contractor or its agent(s) is dispatched to the Purchaser's premises, at the request of the Purchaser, in response to a service call or an alarm signal there shall be an service charge of \$65.00 per hour to the Purchaser.
10. In the event MANUAL FIRE ALARM SERVICE is furnished under this agreement, Contractor or its agent, upon receipt of any manual fire alarm signal from the Purchaser's premises, agrees to transmit the alarm signal to the proper authorities as dictated by the premise location. The Purchaser agrees to furnish Contractor a list of names of all persons who shall be notified of the signal(s) received and who may be called upon for a key to enter the premises of the Purchaser. The Purchaser agrees to test any and all manual fire alarm devices on a regular basis as prescribed by the equipment manufacturer(s) and/or the authorities having jurisdiction, and to notify Contractor promptly in the event such equipment fails to test properly. The Purchaser agrees to repair and/or replace, at his sole expense, any and all manual fire alarm devices now installed that are not properly working.
11. In the event WATERFLOW ALARM OR AUTOMATIC FIRE ALARM SERVICE is furnished under this agreement, Contractor or its agent, upon receipt of a waterflow alarm or automatic fire alarm signal agrees to transmit the alarm to the proper authorities as dictated by the premise location. The Purchaser agrees to furnish Contractor a list of names of all persons who shall be notified of the signal(s) received and who may be called upon for a key to enter the premises of the Purchaser. The Purchaser agrees to test any and all waterflow and automatic fire alarm devices on a regular basis as prescribed by the equipment manufacturer(s) and/or the authorities having jurisdiction, and to notify Contractor promptly in the event such equipment fails to test properly. The Purchaser agrees to repair and/or replace, at his sole expense, any and all waterflow and automatic fire alarm devices now installed that are not properly working.
12. Where AUTOMATIC FIRE ALARM SERVICE is furnished under this agreement, the Purchaser agrees to use reasonable and customary precautions to protect any and all automatic devices from false alarms as prescribed by the manufacturer(s) and agrees to replace, at his sole expense, any and all automatic fire detection devices now installed that fail to function correctly and as a result cause false alarms.
13. In the event FIRE SUPERVISORY SERVICE is furnished under this agreement, Contractor or its agent, upon receipt of a fire supervisory signal agrees to make reasonable efforts to notify the Purchaser or his designated representatives thereof as required by the proper authorities as dictated by the premise location. The Purchaser agrees to test any and all fire supervisory devices on a regular basis as prescribed by the equipment manufacturer(s) and/or the authorities having jurisdiction, and to notify Contractor promptly in the event such equipment fails to test properly. The Purchaser agrees to repair and/or replace, at his sole expense, any and all fire supervisory devices now installed that are not properly working.

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14. In the event FIRE TROUBLE SERVICE is furnished under this agreement, Contractor or its agent, upon receipt of a fire trouble signal agrees to make reasonable efforts to notify the Purchaser or his designated representatives thereof as required by the proper authorities as dictated by the premise location. The Purchaser agrees to test any and all fire trouble reporting equipment on a regular basis as prescribed by the equipment manufacturer(s) and/or the authorities having jurisdiction, and to notify Contractor promptly in the event such equipment fails to test properly. The Purchaser agrees to repair and/or replace, at his sole expense, any and all fire trouble reporting equipment now installed that is not properly working.
15. This agreement is not binding unless approved in writing by an authorized representative of Contractor. In the event of failure of approval, as foresaid, the only liability of Contractor shall be to return to the Purchaser any monies paid, if any, at the signing of this agreement by the Purchaser.
16. It is mutually understood and agreed that any representation, promise, condition, inducement, or warranty, expressed or implied, not included in writing in this agreement, shall not be binding upon any party, and that Contractor's terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified and agreed to by both parties in writing.
17. No waiver of any condition or legal rights or remedy shall be implied by the failure of the Contractor to declare a forfeiture, or any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Contractor, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant or any other condition or covenant.
18. Purchaser will indemnify Contractor for any negligence or malfeasance of Purchaser or the Purchaser's tenant(s). Contractor will indemnify Purchaser for any negligence or malfeasance of Contractor.
19. The sales invoices will be sent out by the 25th of the preceding month for monthly billing customers and 30 days prior to the anniversary date for annual billing customers. Payments are due upon receipt and considered late after 30 days of billing date. A late fee of \$20.00 per invoice will be added to delinquent accounts. Any accounts past 60 days are subject to disconnect without further notice, accounts that are disconnected will be required to pay a reconnect fee of \$60.00 plus any reprogramming costs.
20. It is the sole responsibility of the Purchaser to notify the Contractor of any changes to the account including but not limited to the responsible party contact including phone numbers, abort codes, call lists, and/or any special instructions.
21. This contract between Contractor and Purchaser shall take effect at the above date and shall remain in effect until canceled, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from the above date through that date of each year unless terminated in the way later provided herein.

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22. Either party may terminate this contract providing written notification at least thirty (30) days prior to the termination date.

23. The laws of the State of Arizona shall govern this agreement.

CALL LIST (Name and Phone Number):

1. Greenway Water Treatment Plant-623-773-8351
2. Field Standby - 623-764-2878
3. Kevin Rose - 623-764-5325
4. Art Lomeli - 623-764-2986
5. Tom Akin - 623-764-2908
6. William Degnam - 623-764-2918

PURCHASER: CITY OF PEORIA

BY [Signature]

TITLE Herman Koebergen, Materials Manager

DATE 6/18/08

TELEPHONE NO. 623-773-7115

ACCOUNTS PAYABLE CONTACT:

Kim Kubica - 623-773-7382

PRO-TECH BUILDING SYSTEMS:

BY _____

TITLE _____

ON-SITE SERVICE CONTACT:

Greenway Water Treatment Plant-623-773-8351

APPROVED [Signature]

TITLE Vice-President

DATE 7-10-08

CITY OF PEORIA, ARIZONA
A Municipal Corporation

Approved as to form:

[Signature] Ellen Van Riper, Assistant City Attorney

[Signature] Stephen M. Kemp, City Attorney
City of Peoria

Attested by:

[Signature]
Mary Jo Kief, City Clerk
City of Peoria



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