

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with Kings III of America, LLC, dba Kings III Emergency Communications for the Installation and Service of an Emergency Phone

WHEREAS, the City of Alexander City owns and operates the Adelia M. Russell Library (AMRL); and

WHEREAS, the AMRL is required to have an emergency phone in the elevator in order to pass inspection; and

WHEREAS, Kings III of America, LLC, dba Kings III Emergency Communications has agreed to provide the needed equipment and maintenance as shown in Attachment “A”; and

WHEREAS, there is an initial one-time connection fee of \$184.00 and a monthly fee of \$39.17 for one (1) year, renewable one (1) year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alexander City authorizes the mayor to enter into an agreement, as shown in Attachment “A”, with Kings III of America, LLC, dba Kings III Emergency Communications for the installation and service of an emergency phone for the elevator at the AMRL.

FOR PUBLIC RELEASE 3.

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 2ND DAY OF OCTOBER, 2023.
FOR PUBLIC RELEASE

By: Stephanie J. Southerland,
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis "Woody" Baird,
Mayor

Yeas: Tapley, Hardy, Colvin, E. Brown, Keel

Nays: None



GSA SCHEDULED EMERGENCY PHONE

THIS AGREEMENT is entered into by and between Kings III of America, LLC dba Kings III Emergency Communications, 751 Canyon Drive, Suite 100, Coppell, TX 75019 (hereinafter "Kings III"), Adelia Russell Library

INSTALLATION/SERVICE LOCATIONS:
318 Church Street
Alexander City, Alabama 35010
United States

1. SERVICES

1.1 Equipment: Kings III agrees to provide the equipment detailed in Section 3. below, as part of the monitoring, maintenance, and dispatch services, collectively the Services. If no equipment is listed, none is provided by Kings III.

1.2 **Monthly Services:** Client agrees to pay Kings III for Services **Monthly** in advance.

Standard (Plus Applicable Tax)

Connection: USD \$184.00 Monthly: USD \$39.17

(Based on normal installation) & due upon completion of installation.

Automated Testing Service included (See Section 11.4)

E-mail: _____

1.3 Kings III GSA Product Table

2. TERMS OF THIS AGREEMENT

2.1 The primary term of this Agreement shall be for a period of one (1) year from the date of the first billing ("Primary Term"). This Agreement shall automatically renew for a one (1) Year period at the end of such primary term ("Renewal Term") or any Renewal Term thereafter unless Client shall have written notice to Kings III Thirty (30) Days before the end of any Primary or Renewal Term.

2.2 Payments are to be payable **Monthly** in advance. Connection fees are due upon completion of installation.

3. EQUIPMENT TO BE INSTALLED

	PRODUCT TYPE & QUANTITY	CONNECTION/DEVICE	MONTHLY/DEVICE
3.1	(1) GSA Schedule Phone	\$184.00	\$24.17
	(1) GSA Open Market Item	\$0.00	\$15.00
	One time connection 1 elevator	184.00	
	Monthly 1 elevator		\$39.17

4. EMERGENCY NOTIFICATION LIST (SEE SCHEDULE A)

Listed below are persons designated by Client to be notified if Kings III receives a Monitored Call. We understand that Kings III will make every reasonable effort to notify one of these persons and will attempt notification in the order listed. Client is responsible for advising Kings III of any changes desired by Client to contact names, telephone numbers, or list order. Client is also responsible for any fees, fines, damages, or charges arising from Kings III's dispatching any party on the Notification List in response to a Monitored Call.

	Name	(Area Code) & Number	Email
Call 1 st :	Adelia Russell Library	256-409-7001	amrl@alexandercityal.gov
Call 2 nd :	_____	_____	_____
Call 3 rd :	_____	_____	_____

(Recommend Entering Elevator Company's Name & Phone Number)

Call 4th: Fire Rescue (Called 1st in event of emergency) (On file with Emergency Dispatch Center)

Onsite Installation Contact: _____

**Automated Testing Service Email (See Section 11.4): _____

5. ADDITIONAL TERMS

5.1 All required wire runs, conduit runs and/or trenching will not be provided by Kings III unless otherwise noted herein. **Customer is purchasing off GSA Advantage Schedule #GS07F0420T**

6. CLIENT SELECTED SERVICES

6.1 Client desires and has contracted for only the equipment and services itemized on this Agreement. Additional services over and above that provided herein are neither expressed nor implied by Kings III.

7. WARRANTIES

7.1 There are no understandings, representations, or warranties of any kind - expressed, implied, statutory or otherwise, that are not expressly set forth herein.

8. COVERED SERVICE & CHARGES

8.1 Kings III agrees to maintain and repair its equipment while installed at Client's location during the term of this Agreement. There will be no charge to the Client for repairs required due to faulty Kings III equipment performed during business hours. Covered Service will not apply to: (a) batteries, (b) wiring not provided by Kings III; (c) service need caused by acts beyond the control of Kings III such as accidents, power surges, misuse, neglect, unauthorized change, or acts of God (including but not limited to lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.). Should repairs be necessitated that are not Covered Service, such work shall be billed to Client based upon Kings III's rates for parts and labor in effect at the time of the service.

9. INCREASES IN SERVICE CHARGES

9.1 INTENTIONALLY REMOVED BY KINGS III.

10. INCREASES IN TAXES OR OTHER FEES

10.1 REMOVED AT REQUEST OF CLIENT.

10.2 REMOVED AT REQUEST OF CLIENT.

11. CLIENTS DUTIES AS TO USE OF SYSTEM

11.1 The Client shall be responsible for carefully and properly test activating the emergency telephone system(s), "The System(s)", on a monthly basis during the term of this Agreement. If any defect in the operation of The System develops, or in the event of a power failure, interruption of telephone service, or any other interruption at Client's premises, Client shall notify Kings III immediately.

11.2 Client shall notify Kings III of any remodeling or any other changes to the protected premises that may affect the operation of The System.

11.3 Client shall cooperate with Kings III in the installation, operation, and maintenance of The System and shall follow all instructions and procedures, which Kings III may prescribe for the operation and testing of The System.

11.4 Automated Testing Service is included but does not relieve Client of its duties under Section 11.1

12. AUTHORIZED PERSONNEL

12.1 Client is responsible for and agrees to furnish forthwith a list of the names and telephone numbers of all persons to be notified in the event of Kings III's receipt of a Monitored Call (See Section 17). Client is responsible for providing all changes, revisions, and modifications to the above list to Kings III in a timely manner.

13. BUSINESS HOURS

13.1 It is mutually agreed that the work of installation, repair, and any other required service shall be performed during normal business hours (8:00am – 5:00pm local time). Kings III assumes no responsibility for limited disruption of Client's premises for service required during normal business hours. Kings III shall make needed repairs to its equipment within a reasonable amount of time after Kings III receives notice that the repairs are necessary. If Client requests night or weekend service, such work shall be billed to client at Kings III's then prevailing overtime rate.

14. NO LIENS OR ENCUMBRANCES

14.1 Client agrees that it will not place any liens or encumbrances upon any of the equipment covered by this Agreement nor will it knowingly permit or cause such liens or encumbrances to be placed thereon by other persons; and in the event that any such liens or encumbrances are actually placed or permitted to be placed on such equipment, then Client, at his own cost and expense, shall take all legal steps necessary to have such liens or encumbrances removed forthwith or in lieu thereof, client shall, at its own cost and expense, furnish whatever bond is necessary to obtain the release and complete discharge of such equipment from liens and encumbrances. Client will not change or remove any insignia or lettering placed thereon by or at the request of Kings III.

15. ASSIGNMENT BY CLIENT

15.1 Client may terminate this Agreement due to client's sale of the asset or upon loss of the third-party management contract at any time during the Term upon thirty (30) days written notice to Contractor. Additionally, should Kings III fail to perform Services in a commercially reasonable and workmanlike manner, Client is to send written notice detailing any deficiencies and allow reasonable opportunity for Kings III to rectify the problems. If Kings III is unable to provide satisfactory resolution this agreement may be terminated by Client. Client's obligation is to pay for services through the date of termination and allow Kings III to retrieve Kings III owned equipment.

16. ASSIGNEES AND/OR SUBCONTRACTORS

16.1 Kings III shall have the right to assign this Agreement in whole or part to any other person, firm, or corporation and shall have the further right to subcontract any monitoring, maintenance, or other services which it may perform. Client acknowledges that the Agreement shall inure to the benefit and are applicable to any assignees and/or subcontractors of Kings III, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Kings III. Kings III will notify Client of assignment Thirty (30) Days prior to assignment.

17. CENTRAL STATION MONITORING SERVICE

17.1 Notification Responsibilities: Kings III's sole responsibility when receiving a call from a telephone connected to The System, a "Monitored Call", is to notify those individuals or organizations in the order listed and designated by Client in Section 4 of this Agreement unless local code requires prior notification of Emergency Services, i.e. police, fire rescue or EMS. In such cases, Kings III shall notify the appropriate Emergency Service prior to notifying those individuals or organizations listed and designated by Client on the Emergency Notification List.

17.2 Telephone Transmission Facilities: Client acknowledges that Kings III utilizes telephone line transmission unless

SkyLine equipment is supplied in the product description on the front of hereof. The signals from Client's system are transmitted over Client's regular telephone service to Kings III, and in the event Client's telephone service is out of order, placed on vacation, or otherwise interrupted, signals from Client's system will not be received by Kings III during any such interruption in telephone service and the interruption will not be known to Kings III. Client further acknowledges and agrees that signals which are transmitted via telephone company facilities are wholly beyond the control and jurisdiction of Kings III and are maintained and serviced by the applicable telephone company. Client agrees, unless SkyLine equipment is supplied under Section 3 Equipment, to furnish any necessary telephone service or telephone lines at Client's own expense. Any and all telephone company charges shall be billed to Client's telephone bill. Any increased telephone company charges shall be borne by Client. If SkyLine equipment is supplied, Kings III shall be responsible for telephone/cellular service and airtime/usage charges. Client further acknowledges that the activation of the emergency communication system may interrupt and disconnect any telephone call in progress.

17.3 Condition beyond control of Kings III: Kings III will use its best efforts to carry out its duties hereunder promptly, but shall not be responsible for delays or failure to respond by means of busy telephone facilities, failure of telephone equipment, or failure of telephone lines due to weather or other conditions, or otherwise for any conditions beyond the control of Kings III.

17.4 False Alarms: In the event there are an excessive number of false calls through the carelessness of Client or Client's tenants or the malicious or accidental use of the monitoring system, or in the event Client shall in any manner misuse or abuse the monitoring system, it shall constitute a material breach of this Agreement on the part of the Client, and Kings III may, at its option, in addition to all other legal remedies, be excused from further performance upon the giving of five (5) days written notice to Client.

18. ADDITIONAL SERVICE

18.1 The Client agrees that unless authorized by Kings III, any alterations, removal, or tampering with the equipment, or the attaching of any device, contrivance, or apparatus to the equipment or any part thereof, shall operate to void any warranties provided herein. If any agency or bureau having jurisdiction, or Client by his/its own act shall require or make necessary any changes in the equipment originally installed, Client agrees, on demand, to pay for the reasonable cost of such charges.

19. DEFAULT/TERMINATION

19.1 In the event (i) Client fails to pay any amount due for the system, (ii) client fails to comply with any of the terms and conditions hereof, (iii) Client makes an assignment for the benefit of Creditors, (iv) an order for relief is entered against Client under any chapter of the National Bankruptcy Code, as amended, (v) a receiver or trustee is appointed for all or substantially all of the assets of Client, or (vi) there is a dissolution or termination of existence of Client, Kings III may pursue any one or more of the following remedies, which are cumulative and

non-exclusive:

- (a) Terminate all services subscribed for hereunder by giving (5) days written notice to Client, and recover all amounts due Kings III.
- (b) Take possession of all Kings III owned Equipment wherever situated and for such purpose enter upon your property without liability for doing so.
- (c) By notice to Client, declare immediately due and payable all moneys to be paid by Client during the Primary Term, or if the Primary Term has then expired, declare immediately due and payable all monies to be paid during any Renewal Term (as provided in Paragraph 2.1 hereof) then in effect, and Client shall thereupon be obligated to pay such moneys to Kings III immediately. Client shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Kings III on account of such default including all court costs and reasonable attorney's fees. The waiver by Kings III of any breach of any obligation of Client shall not be deemed a waiver of such obligation or any subsequent breach of the same or any obligation. Kings III shall not deem the subsequent acceptance of payment hereunder by Kings III a waiver of prior existing breach regardless of Kings III's knowledge of such prior existing breach at the time of acceptance of such payments.

20. DELAYS OR INTERRUPTIONS

20.1 Kings III assumes no liability for delay in the installation of the system or for the interruption of services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of telephone or cable service, act of God, or for any other cause beyond the control of Kings III, and will not be required to provide installation for or services to Client while interruption of services due to any cause may continue.

20.2 Kings III assumes no liability for delay of installation due to non-cooperation of the Client or his agents in providing access to that area of the premises where the equipment is to be located, or for the delays or interruptions of installation or service on any device or devices of the Client or others to which Kings III's equipment is attached.

21. TELEPHONE SERVICE

21.1 Client agrees to furnish any necessary telephone service or telephone lines at Client's own expense. Any and all telephone charges shall be billed to Client's telephone bill. If SkyLine equipment is installed under Section 3, Kings III shall be responsible for telephone/cellular service and airtime/usage charges as detailed in Section 17.2.

22. ELECTRICAL CURRENT

22.1 Client agrees to furnish any necessary electrical service and current through Client's meter and at Client's sole expense.

23. TITLE CLAUSE

23.1 Paragraph titles used in this Agreement are for reference only and are not to be construed as governing the construction of the specific provisions of this Agreement.

24. PAYMENTS AND DELINQUENCIES

24.1 Payment shall be due as indicated on the front hereof. Kings III reserves the right to charge either Late Fees or Interest on all amounts more than thirty (30) days past due at the maximum allowable rate under applicable law. All payments shall be due and payable at Kings III's corporate offices first written above. If the Services are disconnected because of Client's past due balance, and if Client desires to have The Services reactivated, Client agrees to pay in advance to Kings III a reconnect charge to be fixed by Kings III at a reasonable amount.

25. ENTIRE AGREEMENT/MODIFICATION/WAIVER/MISCELLANEOUS/GOVERNING LAW

25.1 This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understandings, or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of the providing of all services detailed in Sections 1 and 3. This Agreement can be modified only in writing, signed by the parties or their duly authorized agent. No waiver or a breach of any term of this Agreement shall be construed to be a

waiver of any succeeding breach.

25.2 If the Primary Term or the last Renewal Term has expired, but the Services are still being performed by Kings III on behalf of Client, then all terms and conditions set forth in this Agreement will remain in full force and effect until the Services are terminated by either party upon not less than thirty (30) days written notice from one party to the other.

25.3 The laws of the state of Texas govern the validity, enforceability, and interpretation of this Agreement.

26. SEVERABILITY

26.1 The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

CLIENT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THIS PAGE AND THE PRECEDING PAGES OF THIS AGREEMENT AND ANY EXHIBITS, SCHEDULES OR ADENDA OR AMENDMENTS AND ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement this _____ day of _____.

Client: _____ By: _____ Name: <u>Curtis "Woody" Baird</u> Title: <u>Mayor</u> Date: _____	<div style="border: 2px solid blue; border-radius: 15px; padding: 5px; display: inline-block; font-weight: bold; font-size: 1.2em;">FOR PUBLIC RELEASE</div>	Kings III of America, LLC By: _____ Name: _____ Title: _____ Date: _____
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This Agreement shall not be binding upon Kings III unless approved in writing by an authorized Manager of Kings III. In the event of non-approval, the sole liability of Kings III shall be to refund to Client the amount that has been paid to Kings III by Client upon execution of this Agreement.