

CITY OF WILLARD
BOARD OF ALDERMEN
JULY 28TH, 2008
7:00 P.M.

Notice posted on July 24th, 2008.

Notice is hereby given that the City of Willard, Board of Aldermen will conduct a meeting at 7:00 p.m. on July 28th, 2008 at Willard City Hall, 224 West Jackson, Willard Missouri.

The tentative agenda of this meeting includes:

✓ PLEDGE OF ALLEGIANCE

- ✓ 1. Call the meeting to order.
- ✓ 2. Roll Call
- ✓ 3. Agenda Amendments/Approval of agenda
- ✓ 4. Approve the minutes:
 - ✓ a. Regular Meeting on July 14th, 2008
 - ✓ b. Special Meeting on July 21st, 2008
- ✓ 5. 2007 Audit Report-Lisa Officer
- ✓ 6. Citizen Input (5-minute limit)
- ✓ 7. Financial Report
 - ✓ a. Financial Statements
 - ✓ b. 2008 Budget Amendment
 - ✓ c. Utility Billing Software Presentation
 - ✓ d. Generator Bids
 - ✓ e. Security Agreement
 - ✓ f. *ballfield pavilion for behind elementary school*
- ✓ 8. Ordinance for 2008 Budget Amendment (1st & 2nd reading)
- ✓ 9. Real Estate Contract with the Willard Schools (*request approval for Mayor to sign contract*)
- ✓ 10. Ordinance for Real Estate Contract with the Willard Schools (1st reading only)
- ✓ 11. New Swimming Pool Update/Contract

~~13~~ Old Business

Park Board appt.
Stacey Anderson

13. CLOSED SESSION (Chapter 610.021 #2-Real Estate, #3-Personnel)

14. REOPEN MEETING

15. ADJOURN MEETING

wave pool -
\$400,000.

THE TENTATIVE AGENDA OF THIS MEETING INCLUDES A VOTE TO CLOSE PART OF THE MEETING PURSUANT TO CHAPTER 610.021 (2), & (3), REVISED STATUTES OF MISSOURI, THE SUNSHINE LAW, AS NOW EXISTING OR HEREAFTER AMENDED.

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:

Kathy Blakemore or Kate Gould
224 West Jackson
P.O. Box 187
Willard, Missouri 65781
(417) 742-3033

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS.

Kathy Blakemore, City Clerk

Approved

Utility Billing Software

For the past three to four months, several of the staff have been reviewing software presentations for the best and most cost effective software for utility billing.

The current software that we have is very basic and has worked well for the number of customers we had. The work load in the utility department has increased significantly in the past two years and the current software has become cumbersome and inefficient.

On Monday evening, I will be showing a presentation that will show some of the features that we consider to be most important in the new software. Another important aspect of the software is the support issue. The current software has only one person who is in his sixties to assist us in case of problems.

There is quite a range of costs associated with new software and the ones we looked at ranged up to \$30,000.00. Summit Software that we are requesting approval to purchase would cost the city under \$12,000.00. We would be purchasing modules to allow for utility work orders, online bill pay, and the meter reader interface.

Data Technologies Background

- Data Technologies has specialized in serving municipalities for over 22 years.
- We currently serve over 425 cities and utilities throughout the Midwest.
- We are proud of our annual 99% customer retention rate.

*Recommended
by auditor*



Data Technologies, Inc.
Municipal & Utility Accounting Solutions

Security

- Password security controls access to Summit applications, menu options and function levels.
- Changing balances is not allowed. Error corrections require journal entries, which creates an audit trail.

Information on customers
master accts could not be
chg'd unless authorized

Currently - someone can
hit the wrong key; delete an
entire field



Data Technologies, Inc.

Municipal & Utility Accounting Solutions

Summit Software is designed to empower your staff to better serve the public.

- Efficient entry windows increase performance
- Functionality and ease of use
- Eliminates manual processes

*such as landlord pro-rations
and deposit checks calcs*



Data Technologies, Inc.
Municipal & Utility Accounting Solutions

Summit Solutions Includes

- Service Orders
- Bad Debt Tracking * none currently
- Deposit Refund Check System * all manual
- Budget Level Billing System * none currently
- Express Account Setup
- Landlord System * none currently
- Alternative address for Snow Birds



Data Technologies, Inc.
Municipal & Utility Accounting Solutions

Account Setup

- User defined setup types default the services and the required fields
 - Saves two thirds the time to setup each customer!

Accounts Setup window showing a customer record for Marissa Marfisi. The window includes tabs for Accounts, Bill/Notice, Bill To, Bank Pay Info, Internet, Co-Occupants, 3rd Party, Employer, Legal Desc, User Defined Fields, and Landlord. The main form contains fields for Account # (1968), Name (Marissa Marfisi), Address 1, Street #/Name (18966 156th St), City/State (Omaha NE), Zip (68144), Carrier (SCOTT), Mail Sort, Property Loc (18966 156TH ST), and Notes. A dropdown menu for Setup Type is open, showing options like Res In-Town, RESIDENTIAL, and others. Below the dropdown, there are tables for Services and Meter Types. The Services table lists Meter Service, Flat-Rate Meter, Related Service, and Meter Service. The Meter Types table lists Meter Service, Flat-Rate Meter, Related Service, and Meter Service. The Status Delete column is also visible.

- Selected Res In-Town Setup Type and the required fields default with correct information



Data Technologies, Inc.
Municipal & Utility Accounting Solutions

Account Setup

Utility Billing Inquiry

Balance Customer History Summary History Detail Consumption Bad Debt

Account # 10201 Tenant Bank Pay

Name GALE TOTTON

Address 1

Street #/Name 122 MAPLE

City/State RED OAK IA

Zip 51566-1104 Mail Sort

Carrier 01

Property Loc 122 MAPLE

Short Name TOTTON GALE

License # 123456

Soc Sec # 222-22-2222

Phone 712-555-0000

Cell Work Ext

Work 712-555-1212

Fax

Customer Type Cycle Route Status Dt of Birth Area/Sector Resident? Internal?

RESIDENTIAL 1 Active 104

Services User Defined Fields Bill/Notice Bill To Bank Pay Info Internet Co-Occupants 3rd Party Employer Legal Desc Landlord Deposits

Bill Message Code	ACH SL	Times Shut Off	Disconnect Exempt	No
Bill Format Code	1	Delinquent Notices	Delinquent Notice	Both
Multi Bills	Yes	Final Notices	3rd Party Notice	No
Bill 3rd Party	No	Times Penalized 4	Label Print Code	
Bill Landlord	No	Times Penalized YTD 4	Final Billed	
Budget Plan	Yes	Cash Only No		
Bill Landlord when vacant	Yes	# Returned Checks		

- Summit activates Landlord billing record when a Tenant moves out
 - No manual Setup required
 - Insures all consumption gets billed ** meter change-outs*
- Summit automatically calculates level amount for Budget Customers
- Sends Landlord a copy of Tenants Shut Off Notice ** not done presently*



Data Technologies, Inc.
Municipal & Utility Accounting Solutions

Account Setup

- Send Bills and Notices to temporary address for specified date ranges
 - Snow Birds

Utility Billing Inquiry

Balance Customer History Summary History Detail Consumption Bad Debt

Account # 1020 Tenant Bank Pay

Name GALE TOTTEN

Address 1

Street #/Name 122 MAPLE

City/State RED OAK IA

Zip 51566-1104 Mail Sort

Carrier 01

Property Loc 122 MAPLE

Short Name TOTTEN GALE

License # 123456

Soc Sec # 222-22-2222

Phone 712-555-0000

Cell Work Ext

Work 712-555-1212

Fax

Customer Type	Cycle	Route	Status	Dt of Birth	Area/Sector	Resident?	Internal?
RESIDENTIAL	1		Active		104		

Services User Defined Fields Bill/Notice Bill To Bank Pay Info Internet Co-Occupants 3rd Party Employer Legal Desc Landlord Deposits

Contact Name

Name GALE TOTTEN

Address 1

Street #/Name 1020 BRANSON

City/State KEARNEY FL

Zip 76966-4500 Mail Sort

Carrier

Country

E-Mail

Notes:

Short Name TOTTEN GALE

Tax ID

Home Phone

Work Phone Ext

Cell

Fax

Begin Date 11-01-2006

End Date 1-31-2007



Data Technologies, Inc.
Municipal & Utility Accounting Solutions

Account Setup

- Summit generates deposit refund check
 - Provides audit trail with refund check number and date

Utility Billing Inquiry

Balance Customer History Summary History Detail Consumption Bad Debt

Account # 10201 Tenant Bank Pay

Name GALE TOTTEN

Address 1

Street #/Name 122 MAPLE

City/State RED OAK IA

Zip 51566-1104 Mail Sort

Carrier 01

Property Loc 122 MAPLE

Short Name TOTTEN GALE

License # 123456

Soc Sec # 222-22-2222

Phone 712-555-0000

Cell Work Ext

Work 712-555-1212

Fax

Customer Type	Cycle	Route	Status	Dt of Birth	Area/Sector	Resident?	Internal?
RESIDENTIAL	1		Active		104		

Services User Defined Fields Bill/Notice Bill To Bank Pay Info Internet Co-Occupants 3rd Party Employer Legal Desc Landlord Deposits

Service	Deposit Amount	Deposit Date	Deposit Number	Deposit Interest	Interest Date	Deposit Refund Date	Check #
ELECTRIC	100.00	10/25/2004	1234				
SANITATION							
SEWER							
WATER	50.00	10/25/2004	1234				



Data Technologies, Inc.

Municipal & Utility Accounting Solutions

Options

- Summit can prorate Initial and Final Bills based on the number of days the service is used

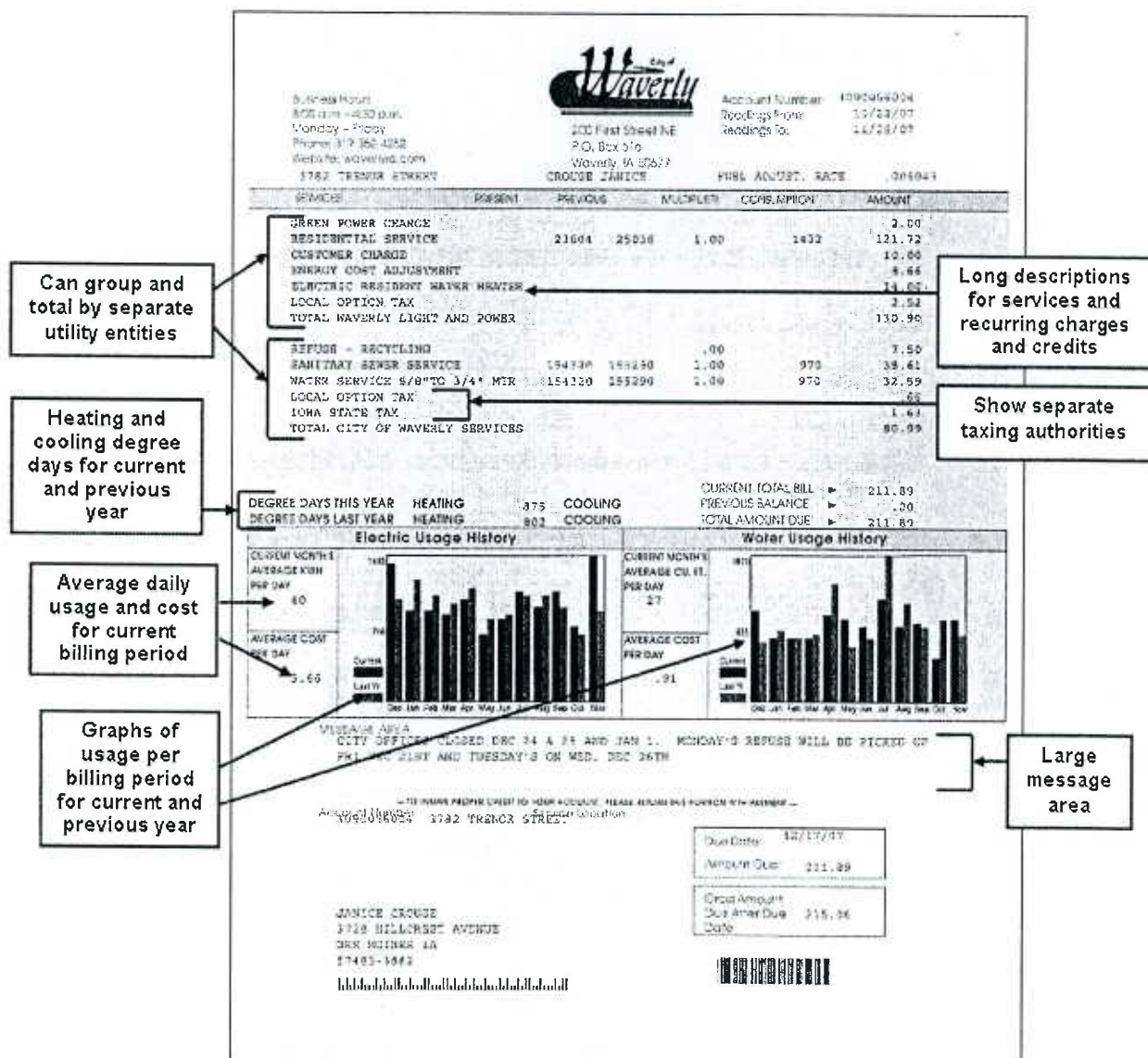
Service Code	SA	SANITATION
Update Related Service?		Yes ▾
Estimate on Blank Readings?		No ▾
Estimate Method		Last Year ▾
Service Multiplier on Demands?		Yes ▾
Re-estimate?		Yes ▾
Roll Service?		Yes ▾
Nonmeter Charge Maximum on Related?		No ▾
Use Max Related Charge on Estimate?		No ▾
Prorate Metered Service?		No ▾
Prorate Initial/Final Bill?		Yes ▾



Data Technologies, Inc.
Municipal & Utility Accounting Solutions

Bill Print

- We can customize your bill to look the way you want; listed below are some of the advanced capabilities of our bill format



Data Technologies, Inc.
 Municipal & Utility Accounting Solutions

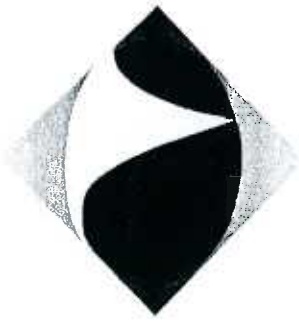


Data Technologies, Inc.

Municipal & Utility Accounting Solutions

Additional Features:

- Online bill pay and account access for customers *
- Technical Support
- Insufficient Fund Check Tracking * *Currently Manual*
- Automatic sewer charge calculation for partial month * *Manual*
- Rate Analysis *
- Meter change out *



Data Technologies, Inc.

**Municipal & Utility Accounting
Solutions**

Cost

Utility Billing

Includes

- Service Orders
- Bad Debt Tracking
- Meter Inventory
- Deposit Refund Check System

☐ \$3,800

Cost

Meter Reader Interface Software

☐\$2,000

Utility Billing Internet

Cost \$3,000

Professional Services

Cost \$2,000

— Installation & travel

Total \$10,800

Annual Cost

Software Annual License Fee
\$880

Product Support Agreement
\$880

Utility Billing Internet Application
\$95.00/month + \$50 Annual Support Fee

Approved

*Paypal
setup?
per customer
fees*

Generator Bids

Following is the bid sheet for the Public Works generator. Both bids are for 180 kW generators on a DOT approved trailer. Both have fuel tanks with alarms for leak detection and low fuel.

Staff is recommending approval of the A & J Power Systems bid.

Bid Tally Sheet

Generator Bids

Vendor

Gold Mechanical		\$ 48,590.00			
A & J Power Systems		45,353.70	Approved		

Approved

Security Agreement

Following is a copy of the agreement between the City of Willard and Federal Protection to renew the contract for monitoring services for the Recreation Center.

Federal Protection has done the monitoring since the Recreation Center was opened. They monitor the burglar alarm, fire alarm, and the digital communicator.

The cost is \$108.00 per quarter. Please approve the mayor signing the agreement.



MONITORING SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of July, 2008 between FEDERAL RESPONSE CENTER, INC.® ("Federal") and the CUSTOMER listed below.

Willard Recreation

Customer

Home Phone

Work Phone

133 N. State Highway Z

Willard

MO 65871

Greene

Billing Address

City

State Zip Code

County

133 N. State Highway Z

Willard

MO 65871

Greene

Monitored Location Address

City

State Zip Code

County

1. Monitoring Services. Customer agrees that Federal shall perform the following Monitoring Services:

- ☒ Burglar Alarm
- ☒ Fire Alarm
- ☐ Sprinkler
- ☐ Elevator
- ☐ Sump Pump
- ☐ Power Loss
- ☐ Temperature

- ☒ Digital Communicator (Unsupervised)
- ☐ Cellular (Digital Supervised) Declined _____
- ☐ Cellular (Digital Unsupervised) Declined _____
- ☐ Audit Trail Report (Log Only)
- ☐ Audit Trail Report
- ☐ Leased Line (Supervised)
- ☐ Alarm Investigator Response

- ☐ Access Control
- ☐ Emergency Assistance
- ☐ Video Surveillance
- ☐ Gas Detector
- ☐ Carbon Monoxide Detector
- ☐ DVR Health Diagnostics
- ☐ (Other) Describe: _____

INSTALLATION CHARGE \$ None

2. Fee. Customer shall pay Federal \$ 108.00 per Quarter period, plus applicable taxes, plus the fuel surcharge provided for in the Standard Terms and Conditions, below, payable in advance on the first day of the first full calendar month immediately following the Commencement Date (as defined below) of execution of this Agreement, and on the first day of each such payment period thereafter during the term of this Agreement. A pro rata amount shall be due upon the execution of this Agreement, for the period from the Commencement Date to the date of the first full payment. The Fee shall be subject to mutually agreed upon annual increases based upon the rate of inflation and maintenance expense, not to exceed fifteen percent (15%) annually.

3. Term. The initial term of this Agreement is five (5) years, commencing upon such date as services are activated by Federal. If neither party gives ninety (90) days prior written notice to the other of its intention to terminate this Agreement at the end of the initial term (or any subsequent renewal term), then this Agreement shall automatically renew for consecutive five year renewal terms.

4. Disclaimer of Warranty. FEDERAL DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES, NOR HAS CUSTOMER RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF FEDERAL, (I) REGARDING THE MONITORING SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR (II) THAT FEDERAL WILL PROVIDE ANY LEVEL OF SERVICE AND/OR RELIABILITY AS INTENDED BY CUSTOMER. CUSTOMER ASSUMES ALL RISK FOR LOSS OR DAMAGES TO CUSTOMER'S PREMISES AND/OR ITS CONTENTS, PERSON AND/OR GUEST(S), INVITEE(S), AND TRESPASSER(S).

5. Limitation Of Liability; Liquidated Damages. (a) Federal assumes no responsibility for installation, actuation, maintenance, working condition, effectiveness or operation of any alarm system protection system or other equipment used by Customer in connection with the Monitoring Services, which shall be the sole responsibility of Customer, except with respect to any separate agreement with Federal regarding the purchase or maintenance of such equipment.

(b) Customer acknowledges that Federal is providing a service designed to receive signals which are dependent upon numerous factors beyond the reasonable control of Federal, and not to reduce loss or insure person or property. Customer agrees that Federal is not an insurer of Customer or its property, guests, or invitees with respect to loss or injury, and that appropriate insurance, if any, will be obtained by the Customer at Customer's expense, and that the payments due Federal are based solely upon the value of the services provided herein and unrelated to the value of any property located at Customer's premises. Federal assumes no responsibility for any loss or injury occurring during or occasioned by any failure or defect in any equipment or the performance or lack of performance of any services under this Agreement, or for any loss, injury or damage sustained by Customer or any third party whether through burglary, theft, robbery, fire or other cause of any liability, whether on the part of Federal by virtue of this Agreement or because of the relation hereby established, including but not limited to the installation, maintenance, monitoring, or service by Federal or the failure of any communication links or any systems or any equipment in any respect whatsoever. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from any failure on Federal in the performance of any of its obligations hereunder, or the failure or negligence of the equipment to properly operate with a resulting loss or damage to the Customer or third parties. Customer understands and agrees that if there shall arise at any time, notwithstanding the above provisions, any liability on the part of Federal by virtue of this Agreement or because of the relation hereby established, whether due to the failure or negligence of Federal, or its employees or agents, the installation, maintenance, monitoring, or service by Federal or its employees or agents, or the failure of the system or equipment in any manner whatsoever, or otherwise, such liability is and shall be limited to a sum equal in amount to 10% of the then current annualized Fee provided for herein or Two Hundred Fifty Dollars (\$250.00), whichever is greater, and such liability as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be the complete and exclusive remedy of Customer.

(c) If Customer wishes Federal to assume additional liability in lieu of the liquidated damages agreed to in the preceding subparagraph 5(b), Customer may obtain a higher limitation of liability by paying an additional monthly service charge to Federal. If Customer elects this option, a rider executed by an authorized Federal representative shall be attached to this Agreement setting forth the terms, conditions and the amount of such increase in the maximum liability to be assumed by Federal, and the amount of the additional monthly charges to be paid by Customer. Such rider and additional obligation shall in no way be construed or interpreted to hold Federal responsible as an insurer.

FOR INTERNAL USE ONLY

CUSTOMER NUMBER 01-3316

Customer Initial _____

FRCREV01060506

Customer - White Copy
Office - Canary Copy

(d). Except to the extent of the liability of Federal as applicable in subparagraphs 5(b) and 5(c), above, Customer shall indemnify, defend and hold harmless Federal and its employees and agents from and against all liability, losses, damages, injury or third party claims alleged to be caused by the performance or negligent performance of Federal or its employees or agents or their failure to perform obligations under this Agreement, or based upon defects in design, installation, maintenance, monitoring, operation or non-operation of any equipment, whether those claims are based on negligence, breach or warranty, or strict or product liability on the part of Federal or its employees or agents.

STANDARD TERMS AND CONDITIONS
Monitoring Services Agreement
Federal Response Center, Inc.[®]

- A. **Customer Responsibilities.** Customer shall notify Federal or an authorized Federal Service Center promptly of any trouble or irregularity in the functioning of any equipment provided by Federal and to discontinue the use of such part of the equipment until adjusted by, or instructions are received from Federal. Federal or its assignee shall have access to Customer's premises at all reasonable times for the purpose of inspection or servicing of equipment provided by Federal. An authorized representative of Customer shall accompany Federal Service Technicians whenever cash or other items of value are readily accessible. Customer (1) agrees to provide and pay for all communication lines to Customers premises, including all necessary utility connections and charges and to pay any and all taxes assessed against or imposed upon the services as provided herein, including any taxes imposed upon any payments payable hereunder, (2) agrees to pay any false alarm assessments, fees or charges that are imposed by any governmental body relating to any services provided under this Agreement, and (3) shall furnish Federal in writing with contact and notification information as requested from time to time. Changes or additions to the information shall be made only in accordance with the instructions of Federal. Customer shall be responsible for notifying Federal of any changes in the information. Customer authorizes Federal to add up to 2% to the Fee set forth above as a Fuel Surcharge, to reflect Federal's increased transportation costs, which may fluctuate based on market prices of fuel used in connection with this Agreement, and Customer agrees to pay any such Fuel Surcharge. Such surcharge shall reflect Federal's actual cost, without mark-up. Following imposition of any such Fuel Surcharge, and upon request by Customer, Federal shall provide Customer with documentation of Federal's increased fuel costs.
- B. **Exclusions.** Federal shall not be liable or responsible for any failure to perform, interruption of service or any loss, damage, injury or liability whatsoever caused by burglary, fire, flood, wind or other acts of God, weather, war, riot, vandalism, blasting, bombings, earthquakes, civil commotions, settling of walls, foundations or driveways, decomposition, oxidation or decay of exposed or buried equipment, loss of or incorrect changing of combinations or timelock settings, loss of keys, improper changing of tumblers, gates or levers, improper duplication or manufacture of keys, improper loading of camera film or tape by other than an authorized representative of Federal or by additions to or changes in equipment not authorized by Federal, abuse, negligence, or usage of equipment for purpose other than designed and/or intended, or other conditions beyond the reasonable control of Federal. Customer understands that Federal uses local and long distance telephone lines and other means of communication to transmit alarm and notification signals from Customer's location to Federal's monitoring facility and to notify the appropriate emergency agency or other person in the event of an alarm or notification signal. Federal shall not be liable for and does not assume any responsibility for damage to or as a result of telephone line failure, high voltage power and wiring, interconnecting equipment and/or systems or the malfunction of such equipment and/or systems, including without limitation, any communication systems.
- C. **Emergency Contacts.** Federal has no obligation to contact any emergency agency or person other than the agencies or persons named in the most recent information in Federal's possession. **CUSTOMER UNDERSTANDS THAT (1) FEDERAL IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY TELEPHONE THE APPROPRIATE LISTED EMERGENCY AGENCY OR OTHER PERSON NAMED BY AND AT THE NUMBER PROVIDED BY CUSTOMER, (2) CUSTOMER IS SOLELY RESPONSIBLE FOR INSURING THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED, (3) FEDERAL WILL NOT SEND ANY FEDERAL PERSONNEL TO CUSTOMER'S LOCATION IN RESPONSE TO ANY ALARM OR NOTIFICATION SIGNAL (4) FEDERAL DOES NOT REPRESENT OR GUARANTY THAT ANYONE TELEPHONED BY IT WILL RESPOND, AND (5) CUSTOMER RELEASES FEDERAL, AND ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY FAILURE OR DELAY IN RESPONDING. CUSTOMER AUTHORIZES FEDERAL TO TEMPORARILY DISCONNECT THE SERVICE FOR NUISANCE OR SAFETY REASONS IF FEDERAL IS UNABLE TO NOTIFY CUSTOMER OR CUSTOMER'S EMERGENCY CONTACTS REFUSE OR FAIL TO ARRIVE AT CUSTOMER'S LOCATION WITHIN A REASONABLE TIME.**
- D. **Service Equipment.** Customer agrees that all tools and/or equipment used or installed upon Customer premises by Federal to facilitate the service performed under this Agreement, which are not expressly sold to Customer pursuant to any other Agreement, shall remain the sole property of Federal. All or any part of such tools and equipment may be removed by Federal at any time.
- E. **Miscellaneous.** (1) If for any reason any provision of this Agreement, or the application of such provision to any person or circumstance in any legal action, shall be found or held unenforceable or invalid in any State or other jurisdiction, such circumstances shall not have the effect of rendering the provision in question unenforceable or invalid as to any other person, circumstance or action and shall not affect any other term or provision of this Agreement to any extent whatsoever. (2) In the event it shall become necessary for Federal to institute legal proceedings to collect payments as set forth herein, Customer shall reimburse and pay Federal's court costs, reasonable attorney's fees and related expenses in addition to all other Federal remedies available in law and in equity. (3) No waiver by Federal of any breach by Customer of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Federal to seek a remedy for any breach by Customer be a waiver by Federal of its rights or remedies with respect to such or any subsequent breach. (4) This Agreement contains the entire understanding of the parties and may be modified, changed or amended only by a writing signed by the parties hereto and, if Federal has assigned its interest, with written approval of the assignee. Any other representations, warranties or agreements not set forth herein are void and of no effect. (5) Customer may not assign this Agreement, however, Federal may assign its rights and obligations or any right to payment under this Agreement without Customer consent. This Agreement shall be binding upon and inure to the benefit of the parties and their legal heirs, successors and assigns. (6) This Agreement may be executed in any manner of counterparts, each of which when executed and delivered shall be an original, but all counterparts shall constitute one Agreement.
- F. **Late Charges, Access upon Termination, Acceleration, and Cancellation Fees.** Federal may impose a late charge of one and one-half (1½ %) percent per month (eighteen (18%) per annum) on all payments more than thirty days past due. If service is cancelled or terminated for any reason, Federal shall have the right to enter Customer's premises to disconnect Customer's system from Federal's monitoring equipment and remove Federal's tools and equipment, including any communicator or prom chip and all of Federal's signs and decals from Customer's premises.

Customer Initial _____

- G. **Default and Termination.** In addition to any other remedies provided by law, (i) immediately if Federal's monitoring facility is destroyed or otherwise deemed inoperable and Federal is unable to secure or retain the connections or privileges necessary for the transmission of the signals destroyed or otherwise deemed inoperable and Federal is unable to secure or retain the connections or privileges necessary for the transmission of the signals Customer if Customer defaults in his payment obligations under this Agreement (ii) immediately if Federal's monitoring facility is destroyed or otherwise deemed inoperable and Federal is unable to secure or retain the connections or privileges necessary for the transmission of the signals destroyed or otherwise deemed inoperable and Federal is unable to secure or retain the connections or privileges necessary for the transmission of the signals (iii) Federal loses access to its communication networks and channels, (iv) Customer fails to allow access to any equipment for the repair of the equipment or to follow any instruction or recommendation of Federal, or (v) an undue number of false alarms is received (as determined in Federal's sole discretion). If this Agreement is terminated because of Customer's default, including Customer's failure to make the payments required, all charges for services and equipment supplied will become immediately due and payable. In addition, Customer agrees that it would be very difficult if not impossible to determine Federal's damages caused by the early termination of the Agreement with respect to the services and/or monitoring to be provided herein. Therefore, Customer agrees that upon early termination of this Agreement, Customer will pay an amount equal to 60% of any fees and charges which would have been due and payable for the remaining term of the Agreement, as liquidated damages and not as a penalty.
- H. **Indemnification.** If anyone other than Customer asks or demands Federal to pay, Customer will defend, indemnify and hold harmless Federal from and against and reimburse Federal (a) any amount which a court orders Federal to pay or to which Federal reasonably agrees to pay, and (b) the amount of Federal's reasonable attorney's fees and other losses and/or costs that Federal may pay in connection with a claim by any third party for any loss, liability, or damages (including property damage, personal injury or death) (collectively "Claims") connected with or resulting from (i) a failure of the system or services, (ii) Federal's negligence, (iii) any other improper or careless activity of Federal in providing the system or services or (iv) a claim for indemnification, subrogation or contribution; unless such Claim is solely caused by the negligence or willful misconduct of a Federal employee or subcontractor.
- I. **Recording.** Customer agrees that (i) Federal may record any telephone calls that Customer or Customer employees make to Federal's Customer service and monitoring facilities, and any telephone calls that Federal makes from the Federal service facility or monitoring facility to Customer's location or to Customer's contact, and (ii) Federal, if audio or video capable services are applicable, may monitor and record all connected Customer facility audio and video feeds for quality assurance, testing and alarm response purposes. Customer shall be solely responsible for, and indemnify Federal with respect to all claims in connection with, any advisable or required policies, notices and consents with respect such audio/video monitoring and recording of Customer facilities or through Customer audio/video connections.

NOTICE OF CANCELLATION

Date: _____
IF THIS AGREEMENT WAS SOLICITED AT YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL, WITHOUT FURTHER OBLIGATION, THIS AGREEMENT BY MAILING A NOTICE TO THE SELLER AT THE ADDRESS AS SHOWN BELOW, WITHIN 3 BUSINESS DAYS FOLLOWING THE ABOVE DATE. YOU SHALL RETURN THE GOODS TO SELLER IN SUBSTANTIALLY THE SAME CONDITION AS WHEN YOU OBTAIN THEM. SELLER WILL THEN CANCEL ALL CONTRACTS AND NEGOTIABLE INSTRUMENTS EXECUTED BY YOU AND RETURN ANY PROPERTY GIVEN BY YOU TO SELLER WITHIN 10 DAYS FROM DATE OF TRANSACTION. IF SELLER DOES NOT PICK UP PURCHASED GOODS WITHIN 20 DAYS FROM DATE OF YOUR CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. THE NOTICE MUST BE MAILED TO:

Federal Response Center, Inc.[®]
2500 North Airport Commerce Drive
Springfield, MO 65803

BY SIGNING BELOW, YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTOOD EACH OF THE TERMS AND CONDITIONS. READ THEM BEFORE YOU SIGN BELOW.

FEDERAL RESPONSE CENTER, INC.[®]

WILLARD RECREATION
Customer Name

By:

President & CEO

By:

Date:

Date:

FOR INTERNAL USE ONLY

COMMENCEMENT DATE: July 1, 2008

BY _____

BILLING CYCLE TO BEGIN: July 1, 2008