

Luther Area Public Library
Board Minutes October 8, 2020

The meeting of the LAPL Board was called to order at 4:35pm by President Lois Langenburg, via Zoom.

Present were Lois Langenburg, Jan Trimmerger, Donna Long, Kees Frankfort (by phone), Diane Roberts, Library Director Amy Shank, Library staff Jody Lucas and MMLL director Sheryl Mase.

No visitors were present

Secretaries minutes for September 10, 2020 were presented and approved with appropriate changes. Jan made a motion to accept, second by Diane.

Treasures report was given. Motion to accept by Lois, second by Kees.

Librarian's Report: Passive programs are being done to comply with Covid-19 Restrictions.

Acorn count was done in September with 2 gift basket prizes awarded

October is Ghosts in the Library with prizes to be awarded

Pumpkin decorating contest Friday afternoon, Oct 30, to be judged by Jan and Lois

A bees nest was removed from the peak on the north side of building by Terminex

2 chrome books and a tablet were purchased with money from the Cares Grant

Motion to accept Librarian's report by Donna, second by Jan

Old Business: Addition to Covid-19 Exposure Plan , Plan Positive Case Protocol Policy was approved and motion made by Lois, second by Kees

It was discussed and decided to leave Library Hours as they are until the next meeting

4 new Library signs were installed

Kees has the information to complete background checks when needed

A discussion was had to change from Auto Graphics to Apollo, an ILS integrated library System for circulation, patron records and management systems.

A motion was made by Lois, seconded by Kees. Roll call vote approved by All

New E-rate consultant needed. Jan made a motion to use Janelle Morgan at Elite Fund, Inc. at \$ 300.00 a year

Second by Donna Roll call vote approved by All

A Correction Action Plan was submitted to the State of Michigan Department of Treasury from the auditor in regards to deficiencies that were found in the Audit, The letter has resolved the problem

Deep freeze licenses were bought for 2 computers. Library will need to renew 12 licenses when they expire June of 2021 at a costly amount

A sign stating no bikes or skate boards is needed for front porch and ramp. Donna will check how we are covered for liability. Ordering information will be given to Library Staff to order

It was discussed and decided a 501c3 tax exempt status is not needed at this time

An amendment was made to the Budget to move \$1000.00 from Books (line 5) to Maintenance (line 16) Donna made a motion to accept, Kees seconded, Roll call vote approved by All.

A recommendation was made to begin sending the Newsletter again.

Next meeting will be November 12, 2020 at 4:30pm via Zoom

Meeting adjourned 5:45pm

Luther Area Public Library
10/1/20 thru 10/31/20

Checking Balance 10/1/20

\$182,890.55

income

10/14	cp/prg	26.75	}	419.25
	fax	2.00		
	bk sale	2.00		
	fund	4.50		
	Y bags	91.00		
	B bags	263.00		
	pl. bk	30.00		
10/29	refund sales tax			3.30
10/30	cp/prg	39.60	}	176.60
	fax	4.50		
	finics	11.00		
	bk. sl	2.00		
	fund	13.50		
	Y bags	38.50		
	B bags	67.50		
10/30	Y bags	21.00	}	221.00
	B bags	200.00		
10/31	LOS B- interest			<u>12.22</u>
				832.37

+ 832.37

expense

#5071	10/2	A. Shank	464.94
		42hr (504.-31.25-7.31)	
72	10/2	J. Lucas	299.67
		29 1/2 hr (324.50-20.12-4.71)	
73	10/2	S. Hillman	221.64
		24hr (240-14.38-3.48)	
74	10/1	Chase Card	290.00
		Meijer (SRP)	
75	10/1	Mi. Office Supply	257.83
		excess copy charges	
76	10/1	IRWS (Bluebags)	460.00
77	10/9	D. Long	73.88
		Oct meet (80-4.96-1.16)	
			<u>2067.96</u>

			2067.96	
5078	10/12	Faronics Tech (deep freeze)	92.40	
79	10/16	A. Shank	476.53	
		43 hr (516 - 31.99 - 7.48)		
80	10/16	J. Lucas	365.71	
		36 hr (396 - 24.55 - 5.74)		
81	10/16	S. Hillman	212.21	
		18 hr (180 - 11.16 - 2.61)		
		2 hr (19.30 - 1.20 - .29)		
		supplies/promo (28.16)		
82	10/15	Republic Services (Y)	831.25	
83	10/15	M. Frederick (book)	24.00	
84	10/16	CLS (rugs)	49.04	
85	10/19	U.S. Treasury (3rd qt)	995.82	
86	10/19	St of MI Unemployment (3qt)	4.00	
87	10/20	Elite Fund Inc. (E-rate)	150.00	
88	10/30	A. Shank	462.68	
		41.75 hr (501 - 31.06 - 7.26)		
89	10/30	J. Lucas	355.55	
		35 hr (385 - 23.87 - 5.58)		
90	10/30	S. Hillman	166.23	
		18 hr (180 - 11.16 - 2.61)		
91	10/29	ATT	276.62	
92	10/29	Xerox	122.98	
93	10/29	Consumer's	125.64	
			<u>6778.62</u>	
Debit	10/26	Universal Map (Book)	<u>58.29</u>	
			6836.91	total expenses

Check balance 10/31/20 \$176,886.01 ★
 CD Balance 34,279.67 ★
 total assets 10/31/20 \$211,165.68 ★

LIBRARIAN'S REPORT - 2020-2021	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Adult Attendance	0	0	80	186	197	198	213						874
Children Attendance	0	0	23	99	75	78	84						359
Total Attendance	0	0	103	285	272	276	297						1233
Story Hour Attendance - Kids	0	0	0	0	0	0	0						0
Story Hour Attendance - Adults	0	0	0	0	0	0	0						0
Movie Program - Adults	0	0	0	0	0	0	0						0
Movie Program- Kids	0	0	0	0	0	0	0						0
Craft Club	0	0	0	0	0	0	0						0
Summer Reading Program - Kids	0	0	0	45	0	0	0						45
Summer Reading Program - Adults	0	0	0	0	0	0	0						0
Summer Reading Program--Extra People	0	0	0	0	0	0	0						0
Special Program - All ages	0	0	0	0	0	0	98						98
Passive Library Programs - Adults						12	0						12
Passive Library Programs - Kids						17	0						17
Adult Books Loaned	0	0	64	118	86	57	106						431
Children Books Loaned	0	0	21	71	64	73	71						300
Music CDs, DVD's and Video's Loaned	0	0	25	125	252	251	262						915
E-Book Used	39	43	20	58	62	53	80						355
Computer Use	0	0	0	40	51	71	50						212
Laptop/wifi Use	0	0	27	39	52	61	72						251
New Registers	0	0	3	1	3	2	2						11
Books/DVD/Tapes Etc. Added	0	0	41	57	98	73	10						279
Mel-cat Borrowed - in	0	0	0	0	14	9	14						37
Mel-cat Loaned - out	0	0	0	0	22	34	40						96

Pumpkin Coloring = 10 Decorating Pumpkins = 7 Hidden Ghosts = 81

Next Millage election

From: Kathy Oostmeyer (kathy.oostmeyer@gmail.com)

To: pathfinderlibrary123@gmail.com; lutherlibrary@att.net; chaselibrary@yahoo.com

Date: Friday, October 30, 2020, 03:22 PM EDT

Hi All--Tobi Lake, Lake County Administrator, has informed me that the Board of Commissioners has passed a motion that the Lake County Libraries will be on the ballot for the August Primary, 2024 (given all the paperwork is approved). This means we do not have to start working on it until 2023. The Commissioners' other option was to put us on the ballot in 2022, which means we would have had to start preparing next year, in 2021. Their decision is an excellent one for the Libraries. If you have questions, please give me a call.

Since this is very important information, each library please advise receipt of this email.

Thanks, Kathy Oostmeyer



Virus-free. www.avg.com

New Requirements for the Open Meetings Act – SB 1108

October 23, 2020

1. Can Members of a Public Body Participate Remotely?

- *Until December 31, 2020 (and retroactive to March 18, 2020):* The public body may have an electronic meeting for any reason. A physical place is not required for an electronic meeting. Members of a public body and members of the public participating electronically in a meeting that occurs in a physical place are to be considered present and in attendance at the meeting for all purposes.
- *January 1, 2021 to December 31, 2021.* A member of a public body may attend and participate in a public meeting virtually for any of the following reasons:
 - military duty
 - a medical condition, or
 - a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or a local official or local governing body that would risk the personal health or safety of members of the public or the public body if the meeting were held in person.

For the purpose of permitting an electronic meeting due to a local state of emergency or state of disaster, this subdivision applies only as follows:

- To permit the electronic attendance of a member of the public body who resides in the affected area.
 - To permit the electronic meeting of a public body that usually holds its meetings in the affected area.
- *After December 31, 2020,* at a meeting held that accommodates members absent due to military duty or a medical condition, only those members absent due to military duty or a medical condition may participate remotely. Any member who is not on military duty or does not have a medical condition must be physically present at the meeting to participate.
 - *After December 31, 2021.* The public body may only allow virtual attendance by a member to accommodate that member's absence due to military duty.

2. What Are the New Requirements for Notice?

- *Website Notice.* If a public body directly or indirectly maintains an official internet presence that includes monthly or more frequent updates of public meeting agendas or minutes, the public body shall, in addition to any other notices that may be required under this act, post advance notice of a meeting held electronically on a portion of the public body's website that is fully accessible to the public.
- *Homepage or Conspicuous Link.* The public notice on the website must be included on either the homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a

prominent and conspicuous link on the website's homepage that clearly describes its purpose for public notification of non-regularly scheduled or electronic public meetings.

- *18 Hours' Notice.* Subject to the requirements of this section, any scheduled meeting of a public body may be held as an electronic meeting under this section if a notice consistent with this section is posted at least 18 hours before the meeting begins.
- *Content of Notice.* Notice of a meeting of a public body held electronically must clearly explain all of the following:
 - Why the public body is meeting electronically.
 - How members of the public may participate in the meeting electronically. If a telephone number, internet address, or both are needed to participate, that information must be provided specifically.
 - How members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting.
 - How persons with disabilities may participate in the meeting.
- *All other Open Meetings Act Notices Apply.* The notice provisions are in addition to notice that is already required by the Open Meetings Act.

3. What are the New Requirements for Publication of Agenda:

- *Publication of Agenda.* If a public body that directly or indirectly maintains an official internet presence that includes monthly or more frequent updates of public meeting agendas or minutes has an agenda, the public body shall, on a portion of the website that is fully accessible to the public, make the agenda available to the public at least two hours before the electronic meeting begins.
- *Agenda May be Amended.* This publication of the agenda does not prohibit subsequent amendment of the agenda at the meeting.

4. What are the New Requirements (and one reminder of existing provisions) for Action Required at Meetings?:

- *Public Announcement.* At each meeting, there shall be a public announcement as follows:
 - For each member of the public body attending the meeting remotely, a public announcement at the outset of the meeting by that member, to be included in the meeting minutes, that the member is in fact attending the meeting remotely. We believe that this announcement does not require the public body to reveal the reason for remote attendance. We do not recommend that the public body announce the reasons because it may reveal confidential medical information.
 - If the member is attending the meeting remotely for a purpose other than for military duty, the member's announcement must further identify specifically the member's physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely.
- *Reminder of Existing Provision:* "A person must not be required as a condition of attendance at a meeting of a public body to register or otherwise provide his or her name or other information or otherwise to fulfill a condition precedent to attendance." This appears to require that the public body provide a link that does not require a name or other information. This is a problem for some communities that have established steps to prevent zoom bombing by providing contact information.

5. What are the New Requirements for Minutes: For each member of the public body attending the meeting remotely, the public announcement mentioned above must **be included in the meeting minutes** identifying the members that are in fact attending the meeting remotely.

6. Are there New Requirements for Public Body Procedures?:

- *Adopt Procedures.* The Public Body **must adopt procedures** by which the absent member may participate in, and vote on, business before the public body, including, but not limited to, procedures that provide for both of the following:
 - Two-way communication.
 - For each member of the public body attending the meeting remotely, a public announcement at the outset of the meeting by that member, to be included in the meeting minutes, that the member is in fact attending the meeting remotely. If the member is attending the meeting remotely for a purpose other than for military duty, the member's announcement must further identify specifically the member's physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely.
- *Contact Information.* Procedures by which the public is provided notice of the absence of the member and information about how to contact that member sufficiently in advance of a meeting of the public body to provide input on any business that will come before the public body.

Foster Swift can assist with adopting the procedures required by Act 228. Please contact a **municipal and public entity attorney** if you need assistance with interpreting or implementing the requirements of Act 228.

Lansing

| Southfield

| Grand Rapids

| Detroit

| Holland

| St Joseph

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CERTIFIED PUBLIC ACCOUNTANTS
134 WEST HARRIS STREET, CADILLAC, MICHIGAN 49601
PHONE: (231)775-9789 FAX: (231)775-9749
www.bcbcpa.com

Luther Area Public Library
Donna Long, Treasurer
6662 E. Old M-63
Luther, MI 49656

Invoice: 65637
ID: 5003
Date: 10/23/2020

Consulting regarding Luther Library's requirement to file a form 990 vs. being a governmental unit. Consult with the Library of Michigan and provide information to the Library.	250.00
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Total Charges	<u>\$250.00</u>
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NOTICE: Accounts not paid within 30 days are subject to a 1.5% service charge each month.



FIRE PROS

Fire Protection Service

INSPECTION SERVICE AGREEMENT

Fire Pros, LLC • 2710 Northridge Drive NW • Grand Rapids, MI 49544 • Ph: 616.453.4800 • Fax: 616.453.5883

This INSPECTION SERVICE AGREEMENT (the Agreement) is entered into as of this 26TH Day of OCTOBER, 2020, between Fire Pros, LLC (Company) and you (the Customer). This agreement provides only for the Inspection Services checked below and then only on the Equipment indicated on the attached Equipment List at the Premises Address set forth below.

CUSTOMER INFORMATION

Customer Name			Contact Name		Contact Phone	E-Mail Address
LUTHER AREA PUBLIC LIBRARY			AMY SHANK		(231) 797-8006	LUTHERLIBRARY@ATT.NET
Billing Address				Premise Address		
115 STATE STREET				115 STATE STREET		
City	State	Zip Code	City	State	Zip Code	
LUTHER	MI	49656	LUTHER	MI	49656	

INSPECTION SERVICES/FEE

----- SERVICES ARE SELECTABLE - CHECK THE SERVICES YOU SPECIFICALLY APPROVE -----

Check	Inspection Service	Location	Quantity	Frequency	Cost Each	Annual Cost
	MINIMUM STOP FEE - EXTINGUISHERS	115 STATE STREET	1	ANNUAL	\$65.00	\$65.00
	FIRE EXTINGUISHERS	115 STATE STREET	4	ANNUAL	\$4.75	\$19.00
	EXIT/EMERGENCY LIGHTING	115 STATE STREET	6	ANNUAL	\$12.00	\$72.00
		PARTS / REPAIRS	TO BE	ADDITIONAL		
Total Fees:						\$156.00

Payment Terms: NET 30

SCOPE OF INSPECTION SERVICES

DURING EACH CONTRACTED-FOR INSPECTION SERVICE, COMPANY WILL PERFORM ONLY THOSE SERVICES AND PROCEDURES, AND INSPECT ONLY THAT EQUIPMENT, IDENTIFIED AND DESCRIBED ON THE INSPECTION SERVICES/FEE SECTION OF THIS AGREEMENT ABOVE, AND/OR ON THE ATTACHED EQUIPMENT LIST. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO HAVE ANY EQUIPMENT NOT OTHERWISE IDENTIFIED AND DESCRIBED IN THE MANNER SET FORTH ABOVE INSPECTED IN ACCORDANCE WITH NFPA, LOCAL AUTHORITY HAVING JURISDICTION, OR OTHER APPLICABLE CODES, LAWS, GUIDELINES OR STANDARDS. FOLLOWING EACH CONTRACTED-FOR INSPECTION, COMPANY WILL PROVIDE CUSTOMER WITH A CERTIFICATE OF INSPECTION, AND SEND COPIES TO THE LOCAL AUTHORITY HAVING JURISDICTION, IF APPLICABLE.

TERM

The Initial Term of this Agreement is one (1) year from the date of this Agreement. After the Initial Term, this Agreement will automatically renew for successive one (1) year terms unless either party gives to the other at least sixty (60) days written notice of intention to terminate this Agreement before the expiration of the then applicable term.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE GENERAL TERM OF THE SECOND PAGE.

CUSTOMER:

FIRE PROS, LLC

Rob Harrison

Rob Harrison (Oct 26, 2020 09:25 EDT)

Oct 26, 2020

Authorized Signature

Date

Authorized Signature

Date

GENERAL TERMS TO INSPECTION SERVICE AGREEMENT

1. LIMITATION OF COMPANY'S LIABILITY

IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING IN ANY WAY FROM THE INSPECTION SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THE FEES AND CHARGES UNDER THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOSS WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. INSURANCE

The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not in any way related to the value of the Premises or the Customer's possessions or people on the Premises.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. This provision is also known as waiver of subrogation provision.

3. CUSTOMER'S PROTECTION OF COMPANY

This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect, indemnify, defend, release and hold harmless the Company and the Company's related parties (including payment of reasonable attorneys' fees and court costs), from liability against all third party claims or losses (that is, any person or entity which is not a party to this Agreement) brought against the Company which in way relate to the Inspection Services contracted-for under this Agreement, or any other services which any such third party claims were provided, or should have been provided, under this Agreement. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in states in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability.

4. CUSTOMER'S DUTIES/RESPONSIBILITIES

Although Company will be responsible for providing the contracted-for Inspection Services at the contracted-for intervals, Company will provide no inspections or other services of any kind between those intervals unless separately contracted in writing to do so. Customer is, therefore, solely responsible for testing, inspecting, maintaining, and repairing the Equipment subject to this Agreement, and all other alarm or fire detection/protection/suppression equipment at the Premises, during the intervals between the contracted-for Inspection Services. Company assumes no liability for, and is in no way responsible for, any damage or loss or any kind or nature whatsoever, which may occur in the intervals between the contracted-for Inspection Services.

Although Company may contact the Customer in an effort to schedule the contracted-for Inspection Services, it is the sole and exclusive responsibility of the Customer to contact the Company to schedule the contracted-for Inspections at the contracted-for intervals.

It is the Customer's responsibility to make the Premises address available to Company during normal business hours (9:00 a.m. to 5:00 p.m.) so that Company may perform the contracted-for Inspections. If the Customer fails to make the Premises available on the date and time agreed, then Company shall have the right, in its sole discretion, to charge the Customer an additional reasonable fee.

5. COMPANY WILL NOT REPAIR/REPLACE

Company will not correct, repair or replace any Equipment, or otherwise be responsible for any material defect, failure or non-compliance with the NFPA, local authority having jurisdiction, or other applicable codes, laws, guidelines or standards discovered during the contracted-for Inspection Services, nor be responsible for correcting any said defect, failure or non-compliance, unless Customer separately contracts in writing with Company to do so for a separate additional fee. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT (I) THE CUSTOMER VERBALLY OR BY WAY OF PURCHASE ORDER, WORK ORDER, ELECTRONIC MAIL OR OTHER WRITTEN NOTICE REQUESTS THE COMPANY TO MAKE A REPAIR, (II) THE COMPANY AGREES TO DO SO, AND (III) THE COMPANY ACTUALLY COMMENCES WORK TO PERFORM THE REPAIR, THEN THE CUSTOMER AGREES THAT ALL OF THE GENERAL TERMS OF THIS AGREEMENT SHALL APPLY TO AND GOVERN SUCH REPAIR, INCLUDING, WITHOUT LIMITATION, LIMITATION OF COMPANY'S LIABILITY, INSURANCE, CUSTOMER'S PROTECTION OF COMPANY AND LIMITATIONS ON LAWSUITS/ JURY TRIAL.

Customer understands and agrees that, while Company is performing the contracted-for Inspection Services, equipment at the Premises may fail or malfunction through no fault of Company and, among other things, water, suppression agent or other material may leak or be discharged. Company assumes no liability or responsibility whatsoever for any such failure, including any water, suppression agent or other material which may leak or be discharged, or any real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. Company will only repair, replace or clean up any such failure if contracted separately in writing to do so for an additional fee.

6. NO WARRANTY

COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

7. THE CUSTOMER'S DEFAULT

The Customer agrees to pay the Fee and Charges under this Agreement as and when due, In the event the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within 10 days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and fifty percent (50%) of all amounts to become due and owing under this Agreement; and (b) the Company's reasonable collection costs, including attorneys' fees and costs.

In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date.

In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance, Customer's Protection of Company, and Limitation of Lawsuits/Jury Trial.

8. TRANSFERS

The Customer cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts its obligations will have all of the Company's rights under this Agreement, and Company will continue to have all of its rights under this Agreement.

9. LIMITATION ON LAWSUITS/ JURY TRIAL

The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner. Time is of the essence.

THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

10. MISCELLANEOUS

After the Initial Term of this Agreement, the Company can increase the Fees for Services by no more than five percent (5%) by giving Customer thirty (30) days advance written notice, and the Customer agrees to pay the increased charges.

This Agreement is governed by law of the State where the Premises is located. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement.

The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, purchase order, or other document submitted by the Customer and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Inspection Services.

All of the terms and conditions on this Agreement will also apply to any and all future inspection services or work of any kind or sort provided to Customer by the Company that are not otherwise subject to and governed by a future written agreement between the Customer and the Company. In the event that the Customer was acquired by the Company through an asset purchase or other agreement with another company previously providing services to the Customer (hereinafter an "Acquired Customer"), then the terms and conditions of this Agreement shall apply to any such future services provided by the Company to the Acquired Customer, unless such future services are subject to a new Agreement executed by the Company and the Acquired Customer.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company.

This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE GENERAL TERMS OF THIS SECOND PAGE. FURTHER, THE PERSON SIGNING BELOW, OR ELECTRONICALLY APPROVING ON BEHALF OF THE CUSTOMER WARRANTS AND REPRESENTS TO THE COMPANY THAT HE/SHE HAS THE EXPRESS OR IMPLIED AUTHORITY TO DO SO BY THE CUSTOMER AND BIND THE CUSTOMER TO ALL OF THE TERMS AND CONDITIONS ON THIS AGREEMENT.

CUSTOMER: _____

AUTHORIZED REPRESENTATIVE

By: Rob Harrison
Rob Harrison (Oct 26, 2020 09:25 EDT)

FIRE PROS, LLC



Scope of Inspection

Emergency Lights and Exit Signs

- Inspect units for proper installation and for secure mounting.
- Inspect for correct location and quantity of lights for occupancy.
- Perform load test (90-minute simulation) of batteries with electronic load simulator.
- Verify proper charging voltage of unit.
- Inspect bulbs for proper operation and illumination.
- Test in place utilizing the built-in test switch that simulates a power outage.
- Some jurisdictions require a 90-minute discharge test per NFPA that can be provided at an additional cost.



Scope of Inspection

Portable Extinguisher Annual Inspection

- Extinguisher is inspected for damage or missing parts.
- Extinguisher is removed from bracket or cabinet.
- Inspect the gauge to verify the needle is in the green zone.
- Inspect the hose.
- Lift the extinguisher to verify it is charged. CO2 extinguishers are weighed.
- The pull pin is examined.
- Examine the hydro test date to verify whether it is due for a hydro test: *Pressurized Dry Chemical Portables are due every 12 years.
* CO2 extinguishers are due every 5 years.
- Examine the 6-year maintenance date to determine if it is due for maintenance.
- Verify the extinguisher is mounted at the proper height.
- Replace the tamper seal and tag the extinguisher.



EQUIPMENT LIST

FIRE PROS, LLC • 2710 Northridge Drive NW • Grand Rapids, MI 49544 • Ph: 616.453.4800 • Fax: 616.453.5883

FIRE EXTINGUISHERS

Annual Inspection Service for the (4) noted Portable Fire Extinguishers located throughout the facility, as required per NFPA 10 Code

EXIT / EMERGENCY LIGHTING

Annual Load Testing Inspection Service for the (6) noted Exit Signs & Emergency Lighting Fixtures located throughout the facility, as required per NFPA 101 Code

(SERVICE NOTE: The Pricing on Page 1 includes all Truck/Service & Certification Fees)

Additional Notes to be included in Agreement:

1. The following Labor Rates will apply for service calls: Regular Hours, Monday – Friday, 7:00 AM to 5:00 PM, \$95.00 per hour, per man (Fire Sprinkler Crew related services require two men per truck), plus travel one-way. After Regular Hours/Holidays: Monday – Friday, 5:00 PM to 7:00 AM, weekends and holidays; \$115.00 per hour, per man, with a three (3) hour minimum, plus parts – portal to portal.
2. Repair and/or Replacement of any non-functioning or defective equipment and/or maintenance parts are not part of this agreement. Parts and Labor for repairs will be billed separately.
3. Any Required/Routine Maintenance to equipment to maintain Code Compliance has not been included in the pricing structure within. Parts and Labor for repairs will be billed separately.
4. The Fire Protection Equipment Quantities outlined in this document are approximate. The unit prices will apply if there are more or less than outlined.
5. The Submission of Inspection Reports to the Authorities Having Jurisdiction on behalf of our customers will be charged as an additional administrative processing fee.
6. IROL / BROL Fees, if currently required by the Authority Having Jurisdiction or required in the future, will be billed out in addition to the Inspection Pricing Rates listed on the first page of this agreement.

Initial Here: _____



FIRE PROS

Fire Protection Service

Approve Request Changes

Fire Pros

2710 Northridge Dr. Suite #F

From Grand Rapids, MI 49544

(616) 453-4800

<https://www.firepros.com>

Quote No. **1420381**

Type Repair

Prepared By Ed Medley

Created On 11/06/2020

Valid Until 12/11/2020

LUTHER AREA PUBLIC LIBRARY

Quote For 115 STATE STREET

LUTHER, MI 49656

Description of Work

Notice of Non Compliance and Repair Proposal

Fire Pros, LLC recently inspected/serviced the fire alarm system at your establishment in accordance with applicable state statutes, local fire codes and NFPA guidelines. While inspecting/servicing your fire alarm system, it was determined to be "Non-Compliant" per local fire codes. The attached proposal summarizes the non-compliance issues that were found during the inspection/service and the costs and actions needed to correct them.

Fire Pros, LLC strongly recommends that your fire alarm system is repaired so that it will become compliant. The fire alarm system as-is will not work properly due to the referenced deficiencies and may not properly notify occupants and emergency responders. This is a safety hazard and may contribute to damage or injury to your property and individuals in the event of a fire.

Please contact me as soon as possible to review the attached proposal and schedule the repair to your fire alarm system. I look forward to working with you to bring your fire alarm system into compliance.

Sincerely,

Ed Medley

Alarm Division Asst. Manager

Ph: 616-588-0749

Fax: 616-453-5883

EQUIPMENT REPAIR AGREEMENT

This EQUIPMENT REPAIR AGREEMENT (the Agreement) between FIRE PROS, LLC. (Company) and you (the Customer). This Agreement provides for repair services only on the Equipment indicated on the Scope of Work and Services to Be Completed section for the premises address.

NOTE: Fire Pros, LLC does not perform wall patching, painting, ceiling tile replacement or any other repairs to the property needed as a result of the modifications to the property that were necessary to fulfill this scope of work. Those services would need to be performed by the customer or contracted by the customer to be performed by others.

FEES AND CHARGESCUSTOMER AGREES TO PAY COMPANY (PLUS SALES TAX IF APPLICABLE) THE FEES OUTLINED BELOW PLUS VEHICLE FLEET CHARGES THAT MAY BE ASSESSED FOR THE CONTRACTED-FOR EQUIPMENT REPAIR OR REPLACEMENT, AS FOLLOWS:

PLANS, PERMITS, FIRE MARSHAL TESTING/RE-TESTING FEES: ANY REQUIRED PLANS, PERMITS AND FIRE MARSHAL TESTING THAT MAY BE REQUIRED WILL BE BILLED AND INVOICED SEPARATELY AND ARE NOT INCLUDED IN THE PROPOSAL PRICE UNLESS SPECIFICALLY LISTED AS INCLUDED.

****TERMS:** NET 30 DAYS ON REMAINING BALANCE. THESE FEES AND CHARGES ARE GOOD FOR SIXTY (60) DAYS FROM THE DATE OF THIS AGREEMENT. COMPANY RESERVES THE RIGHT TO REASONABLY INCREASE THE FEES AND CHARGES AT ANY TIME THEREAFTER

BY SIGNING BELOW OR ELECTRONICALLY APPROVING (VIA APPROVAL/ACCEPTANCE OF THIS QUOTE ONLINE, EMAIL OR OTHER MEANS) THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND REVIEWED THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS.

Services to be completed

Location - Building

This quote is for a Fire Alarm technician to replace the out dated smoke detectors on main level . Replace the two old smokes and add 3 plug in Co on main level. Install two Co/Smokes with ten year lithium battery in the basement. Test after installed

GRAND TOTAL \$1,495.00

Terms and Conditions

GENERAL TERMS TO EQUIPMENT REPAIR AGREEMENT BETWEEN (COMPANY) AND CUSTOMER

****1.**LIMITATION OF REPAIR SERVICES**

THE COMPANY OR ITS SUBCONTRACTOR (COLLECTIVELY THE COMPANY) AGREES TO REPAIR OR REPLACE ONLY THE EQUIPMENT IDENTIFIED ON THE ATTACHED SCOPE OF WORK/SERVICES TO BE COMPLETED SECTION OF THIS AGREEMENT. COMPANY WILL NEITHER REPAIR NOR REPLACE ANY OTHER EQUIPMENT AT THE PREMISES. ONCE THE CONTRACTED-FOR REPAIR OR REPLACEMENT IS COMPLETED, COMPANY WILL INSPECT AND TEST ONLY THE EQUIPMENT WHICH IT REPAIRED OR REPLACED. COMPANY WILL NOT INSPECT OR TEST ALL

OF THE EQUIPMENT AT THE PREMISES ADDRESS, UNLESS SEPARATELY CONTRACTED IN WRITING TO DO SO. IT IS THE CUSTOMERS RESPONSIBILITY TO MAKE THE PREMISES ADDRESS AVAILABLE TO COMPANY DURING NORMAL BUSINESS HOURS (8:00 A.M. TO 5:00 P.M.) SO THAT COMPANY MAY PERFORM THE REPAIRS OR REPLACEMENT OF THE EQUIPMENT. IF THE CUSTOMER FAILS TO MAKE THE PREMISES AVAILABLE ON THE DATE AND TIME AGREED, THEN COMPANY SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO TERMINATE THIS AGREEMENT OR CHARGE THE CUSTOMER AN ADDITIONAL REASONABLE FEE. COMPANY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND OR NATURE, WHICH MAY OCCUR AFTER THIS AGREEMENT IS SIGNED AND BEFORE COMPANY PERFORMS THE REPAIR OR REPLACEMENT CONTRACTED-FOR UNDER THIS AGREEMENT. COMPANY SHALL HAVE NO OBLIGATION WHATSOEVER TO PERFORM ANY SERVICES UNDER THIS AGREEMENT UNTIL THE CUSTOMER PAYS THE INITIAL PAYMENT UNDER THE FEES AND CHARGES SECTION OF THIS AGREEMENT.

****2.**LIMITATION OF COMPANYS LIABILITY**

IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION , OR ANY OTHER THEORY OF LIABILITY ARISING FROM THE REPAIR, REPLACEMENT, TESTING, INSPECTION, DESIGN, OPERATION OR NON-OPERATION OF THE EQUIPMENT SUBJECT TO, OR IN ANY WAY RELATED, TO THIS AGREEMENT OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANYS MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THE FEES AND CHARGES UNDER THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTOR AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOSS WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

3.INSURANCE.

The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not in any way related to the value of the Premises or the Customers possessions or people on the Premises.

The Customer releases the Company from any liability for any event or condition covered by the Customers insurance. This provision is also known as waiver of subrogation provision.

4.CUSTOMERS PROTECTION OF COMPANY.

This Agreement is intended only for the Customers benefit. Therefore, the Customer agrees to protect, indemnify, defend, release and hold harmless the Company and the Company's related parties (including payment of reasonable attorneys= fees and court costs), from liability against all third party claims or losses (that is, any person or entity which is not a party to this Agreement) brought against the Company which in way relate to the repair, replacement, testing, inspection, design, operation or non-operation of the Equipment subject to, or in any way related, to this Agreement or any other services which any such third party claims were provided, or should have been provided, under this Agreement. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in states in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability.

5.CUSTOMERS DUTY TO TEST/INSPECT/REPAIR.

It is the sole responsibility of the Customer to test and inspect the operation of all of Customer's fire detection/protection/suppression equipment in accordance with the NFPA, local authority having jurisdiction, or other applicable codes, laws, guidelines or standards. Except as provided for under this Agreement, Company will not in any way test, inspect, repair or otherwise service the Equipment or any other Equipment at the Premises Address, unless separately contracted in writing to do so.

6.THE CUSTOMERS AGREEMENTS.

The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement.

Customer understands and agrees that, while Company is performing the contracted-for Inspection or Services, equipment at the Premises may fail or malfunction through no fault of Company and, among other things, water, suppression agent or other material may leak or be discharged. Company assumes no liability or responsibility whatsoever for any such failure, including any water, suppression agent or other material which may leak or be discharged, or any real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. Company will only repair, replace or clean up any such failure if contracted separately in writing to do so for an additional fee.

If the Scope of Work to this Agreement includes a time entry for Trouble Shooting, then Customer understands and agrees that Company may not, despite its good faith efforts, be able to diagnose the problem or problems with the Equipment within that time entry. In the event Company is unable to diagnose the problem or problems within the time entry, and Customer is unwilling to pay Company additional fees requested by Company for additional Trouble Shooting, then either Company or Customer shall have the right to terminate this Agreement. In the event of any such termination, Customer agrees to pay Company at the hourly rate of \$140.00 per man hour for the Trouble Shooting performed up to the time of termination.

7.NO WARRANTY.

COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

8.THE CUSTOMERS DEFAULT.

The Customer agrees to pay the Fee and Charges under this Agreement as and when due, In the event the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within 10 days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and fifty

percent (50%) of all amounts to become due and owing under this Agreement; and (b) the Company's reasonable collection costs, including attorneys fees and costs.

In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date.

In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance, Customer's Protection of Company, and Limitation of Lawsuits/Jury Trial.

9. TRANSFERS

The Customer cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts its obligations will have all of the Company's rights under this Agreement, and Company will continue to have all of its rights under this Agreement.

10. LIMITATION ON LAWSUITS/ JURY TRIAL.

The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner. Time is of the essence.

THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

11. MISCELLANEOUS.

This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer.

All of the terms and conditions on this Agreement will also apply to any and all future services or work of any kind or sort provided to Customer by the Company that are not otherwise subject to and governed a written agreement, including without limitation a written agreement governing equipment repairs and/or installations, signed by the Customer and the Company. In the event that the Customer was acquired by the Company through an asset purchase or other agreement with another company previously providing equipment repairs, installation or other services or work to the Customer (hereinafter an Acquired Customer), then the terms and conditions of this Agreement shall apply to any such future services or work of any kind or sort provided by the Company to the Acquired Customer, unless such future services or work of any kind or sort are subject to a new Agreement executed by the Company and the Acquired Customer.

This Agreement is governed by law of the State where the Premises is located. The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, purchase order, or other document submitted by the Customer and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Repair of Equipment.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company.

BY SIGNING BELOW, OR ELECTRONICALLY APPROVING (VIA ACCEPTANCE OF THIS QUOTE, EMAIL OR OTHER MEANS) THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND

UNDERSTOOD THIS AGREEMENT AND ALL ITS TERMS AND CONDITIONS. FURTHER, THE PERSON SIGNING BELOW, OR ELECTRONICALLY APPROVING ON BEHALF OF THE CUSTOMER WARRANTS AND REPRESENTS TO THE COMPANY THAT HE/SHE HAS THE EXPRESS OR IMPLIED AUTHORITY TO DO SO BY THE CUSTOMER AND BIND THE CUSTOMER TO ALL OF THE TERMS AND CONDITIONS HEREOF.

Comments

No Comments

[Add Comment](#)

Approve Quote Close

Please confirm that you approve this quote. Fire Pros will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Amy Shank Lutherlibrary@att.net

Enter your purchase order number, if you have one:

you have read and accepted the Quote Terms and Conditions.

Checking this confirms that

Request Changes to Quote Close

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on this quote

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