

PREVENTIVE MAINTENANCE/SERVICE/SUPPORT AGREEMENT

This agreement is made between Yellowstone County, Montana on behalf of the Yellowstone County Detention Facility (hereinafter called the Facility), and CML Security, Broomfield Colorado, (hereinafter called Contractor).

Contractor's principal place of business is Broomfield, Colorado. The purpose of this Agreement is to provide semiannual (every six months), onsite maintenance, service and support for the Facility security electronics and detention hardware.

The Facility and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Semi Annual Service

Contractor shall provide on a semiannual basis, (every six months), 48 man-hours of service, and preventive maintenance for the Facility security electronics and detention hardware

Inventory Management

Contractor will inventory parts and will recommend appropriate replacement components. Contractor's pricing for parts shall be, cost plus 25% mark up.

Preventive Maintenance

8-hour days, On-site technician(s) to perform any immediate troubleshooting concerns identified by the Facility. Preventive maintenance actions to include as follows:

Security Control Systems:

- Verify device communication to panel
- Verify control action
- Confirm security notification of alarms
- Review panel components operation and functionality
- Confirm cooling capacity in equipment cabinets
- Check for and install manufacturing software updates
- Confirm spare equipment meets current specifications
- Verify functionality of PLC's
- Clean and vacuum equipment cabinets
- Troubleshoot issues as they arise

Closed Circuit Television Monitoring Systems:

- Cleaning Camera domes as required

Intercom System and Voice Paging:

- Verify audio operation at all stations and connection to control
- Confirm wire connections
- Confirm call-in and call-up functionality
- Trouble-shoot poor audio quality
- Clean and vacuum equipment cabinets
- Troubleshoot issues as they arise

Uninterruptible Power Supply:

- Verify bad load capacity
- Verify battery functionality
- Verify emergency switching without interruption
- Troubleshoot issues as they arise

Detention Doors & Associated Hardware:

- Maintain accurate log of all detention doors
- Conduct through inspection of detention doors
- Verify lock functionality of all detention doors
- Clean, adjust and lube any locks per manufactures recommendations
- Troubleshoot issues as they arise

Remote Maintenance Access

As part of this Agreement, Contractor shall install at the Facility a remote maintenance device for emergency troubleshooting of software related services.

2. Agreement Price

The Facility shall pay Contractor \$14,500.00 for security electronics and detention hardware maintenance as described above for the duration of this Agreement. Payment of \$7,250.00 shall be made on a semiannual basis in conjunction with the semiannual site visits by Contractor to the Facility. Materials necessary for the purpose of this Agreement will be purchased by the Facility and billed separately by Contractor with payment due within 30 days of invoice.

3. Contractor Representation

- 3.1 Contractor represents that replacement components to be purchased by the Facility and installed by Contractor under this Agreement shall be subject to Contractor's warranty. This shall warrant products and labor for a period of one year from the date of installation.
- 3.2 Contractor has examined and reviewed the agreement documents and other related paperwork.
- 3.3 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the work.

3.4 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4. Agreement Documents

The Agreement Documents, which comprise the entire agreement between the Facility and Owner consist of the following:

4.1 This Agreement - Preventive Maintenance/Service/Support

5. Term

5.1 July 1, 2026, through June 30, 2027

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Agreement Documents.

6.2 The Contractor agrees to defend, indemnify, and hold harmless the Facility against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that the Facility or Yellowstone County is liable for any damages by reason of a non-delegable duty.

6.3 The Contractor agrees to perform the labor and terms of this contract as an Independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County or the Facility for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Agreement Documents.

6.5 The Parties agree that the laws of the State of Montana shall govern this Agreement

and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.

- 6.6 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.7 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate.

One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Agreement Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective __ July 1, 2026

FACILITY:
Yellowstone County Detention Facility
3165 King Avenue East
Billings, MT 59101
(406)256-6900

CONTRACTOR:
CML Security
1785 W. 160th Ave, Ste 700
Broomfield, CO 80023
(720) 466.3650



YCDF Designee

Authorized Signature

Mark Morse
Chairman, Yellowstone County Commissioner

Jeff Martin, Clerk & Recorder
Yellowstone County