

Service Agreement

The *DIVCO* Advantage

Proposed by **DIVCO Inc.**
715 N. Madelia St.
Spokane, WA 99220-3245

Date: August 27, 2025
Agreement # 20126100

Client Name: Kootenai County 911
P.O. Box 9000
Coeur d' Alene, ID 83816

Service shall be provided at **Killarney Mountain**.
DIVCO shall provide the services listed below, in accordance with the attached schedules.

The duration of this agreement shall remain in effect for an original term of one year, **October 1, 2025** and from year to year thereafter.

Services: **DIVCO's Semi-Annual Preventive Maintenance Service including:
Annual Condenser Coil Cleaning**

Price: **The Annual sum is \$835.00 plus tax if applicable**

The Terms and Conditions of Sale on the reverse are a part thereof.

This proposal is the proprietary property of DIVCO Incorporated and is provided for the customers use only. DIVCO guarantees the price stated in this agreement for thirty (30) days from the proposal date. This proposal will become a binding agreement only after acceptance by the customer and approval by an officer to DIVCO as evidence by their signatures below.

This Proposal Submitted by



James Mareth / Acct. Manager

Proposal Accepted by

Date _____
Representative of Kootenai County 911

Mechanical Systems Service

DIVCO will maintain the mechanical equipment described on the attached List of Maintained Equipment:

Programmed Preventive Maintenance

Maintenance Schedule. An equipment analysis will be performed to determine the optimum maintenance schedule based on run time, application, system location and the manufacturer's suggested service interval.

Preventive Maintenance. Preventive Maintenance shall be performed in accordance with a program of standardized maintenance routines. Each preventive maintenance work order will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed and any special instructions.

Call Documentation. After each service calls, a completed copy of the work order will be left with the client.

Filter Service

DIVCO shall furnish and install quality air filter media. This service will be performed as required, during the Semi-Annual service, for the applicable items on the *List of Maintained equipment*.

If changing environmental conditions or experience indicates that the above filter service schedule needs to be increased or decreased, this schedule may be modified by mutual consent.

Condenser Coil Cleaning

Condenser coil cleaning will be accomplished once annually. This will help prolong the condenser life and increase efficiency during the cooling season.

If changing environmental conditions or experience indicates that the above condenser coil cleaning schedule needs to be increased or decreased, this schedule may be modified by mutual consent.

Belt Service

DIVCO will replace drive belts on an annual basis. This service helps prevent the possibility of equipment failure due to failed belts and the need for unplanned service calls.

If changing environmental conditions or experience indicates that the above belt replacement schedule needs to be increased or decreased, this schedule may be modified by mutual consent.

List of Maintained Equipment

<u>Qty.</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Size</u>
1	PACKAGE UNIT	BARD	WH483-A15	1.5 TON

***DIVCO* Preventive Maintenance Services**

This is a special custom-tailored agreement whereby, *DIVCO* shall supply all required labor to properly perform the required preventive maintenance for the facility's heating, ventilation, and air conditioning systems. All listed systems will be maintained in accordance to manufacturer's specification in order to maximize life-span, improve operating efficiency, reduce breakdown and improve comfort conditions. Materials supplied by *DIVCO* shall include grease, solvents, rags, and test/calibration equipment.

Specifically, all tasks recommended by the manufacturer for mechanical and refrigeration shall be performed on a Quarterly basis in order to meet each seasonal requirement.

Typical activities, generalized, shall include:

- Examination of all equipment to see that each component functions properly.
- Lubrication of all gears, bearings, and other points of contact.
- Adjust all linkage and drives to ensure proper operation.
- Tighten all electrical connections.
- Check amperages, circuits, and fluid levels.
- Perform annual start-up and shut down procedures.
- Calibrate all controllers, sensors, relays, etc.
- Check belt tension, adjust if required.
- Test and cycle all equipment after service is complete, to ensure proper operational conditions.

All work shall be completed by factory trained and licensed personnel to ensure the highest level of quality service available.

Upon the completion of each service visit, *DIVCO* will provide the customer with a service report detailing the tasks that were performed and any recommendations to improve operations.

The end result of these services shall be:

- Energy Savings up to 10 percent
- Increased occupant comfort
- Investment protection
- Trouble-free operation
- Decreased down-time
- Increased equipment life-span
- Peace of Mind

***DIVCO* Terms and Conditions of Sale**

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions unless otherwise indicated herein:

General Provisions

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during DIVCO' normal working hours, Monday through Friday inclusive, excluding holidays.
- 1.2 Client shall provide reasonable means of access to the equipment being serviced. Cost of man lift to access unit heaters is not included. DIVCO shall not be responsible for any removal, replacement or refurbishing of the building structure, if required to gain access to the equipment. DIVCO shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by a DIVCO representative, shall constitute the entire agreement between the two parties.
- 1.4 Either party may terminate this agreement on the anniversary date of the original term or any extended term by giving the other party 30 days notice of its intention.

Charges

- 2.1 For services not covered by this agreement but performed by DIVCO upon the Client's authorization, the Client agrees to pay DIVCO upon presentation of itemized invoice(s), at DIVCO' prevailing rates.
- 2.2 If an emergency service is requested by the Client and inspection does not reveal any defect for which DIVCO is liable under this agreement, the Client will be charged at DIVCO' prevailing rates.
- 2.3 The annual rate is subject to adjustment annually on each anniversary date to reflect increases in labor, material and other costs.
- 2.4 Customer will promptly pay invoices within ten (10) days of receipts. Should payment become thirty (30) days or more delinquent, DIVCO may stop all work under this agreement without notice and/or cancel this agreement, and the agreement amount shall become due and payable immediately upon demand. DIVCO will assess a late charge in the amount of 1 1/2 percent per month after thirty (30) days from the invoice date. Customer agrees to pay on demand the amount of all expenses reasonably incurred by DIVCO in efforts to collect the indebtedness in the event that this agreement is referred to an attorney. Customer agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts or fees incurred without suit, and all court costs and costs of public officials. In the event legal remedy is necessary, venue shall be in Spokane County, Washington.

Limitations of Liability

- 3.1 DIVCO shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lightening, freeze-ups, strikes, lockouts, difference with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL DIVCO BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES**, but this sentence shall not relieve DIVCO of liability for damage to property or injury to persons resulting from accidents caused directly by the negligence of DIVCO in performance or failure of performance of its obligations under this agreement.
- 3.2 DIVCO shall not be required to make safety tests, install new devices, or make modifications to any equipment beyond the scope of the original contract in order to comply with recommendations or directives of insurance companies, governmental bodies or for other reasons.
- 3.3 DIVCO shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 3.4 This agreement pre-supposes that all equipment is in satisfactory working condition. A cost estimate will be furnished for any equipment found in need of repair, upon initial inspection or initial seasonal start-up, with a written estimate stating the cost of repairs. Should repairs not be authorized within 30 days, the equipment will be eliminated from coverage and the agreement price shall be adjusted accordingly.
- 3.5 This agreement pre-supposes no substance regarded as hazardous by EPA is utilized in the system. If in servicing the system, DIVCO discovers the use of hazardous material, the Client will be responsible to remove, or have removed, any such substance and to replace it with a non-hazardous substitute. The Client will incur the cost of removal and substitution.
- 3.6 The amount of any present or future sales, use, occupancy, excise, or other federal, state or local tax which DIVCO hereafter shall be obligated legally to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.
- 3.7 If the equipment or software included under this agreement is altered, modified, or changed by a party other than DIVCO, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly or DIVCO may terminate the agreement.
- 3.8 Following 12 months of service or any time thereafter, if individual item(s) cannot, in DIVCO' opinion, be properly repaired on-site, due to excessive wear or deterioration, DIVCO may withdraw the item(s) from coverage upon ninety (90) days prior written notice.
- 3.9 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

- 3.10 Customer shall permit only DIVCO' personnel or agent to perform the work included in the scope of this agreement. Should anyone other than DIVCO' personnel perform such work, DIVCO may, at its option, cancel the agreement or eliminate the involved item of equipment from inclusion in this Agreement.
- 3.11 In the event the system is altered, modified, changed or moved, by a party other than DIVCO, DIVCO reserves the right to terminate or negotiate the Agreement based on the condition of the system after the changes have been made.
- 3.12 DIVCO will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
- 3.13 This agreement does not include responsibility for design of the systems, obsolesces, safety test, repair or replacement caused by weather, electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the systems, negligence of others (including customer), failure of customer to properly operate the systems, requirements of the governmental, regulatory, or insurance agencies, or other causes beyond DIVCO' control.

Extra Charges

- 4.1 If a trouble call is made at the Customers request and inspection indicates a condition which is not covered under this agreement, DIVCO may charge customer at the rate than in effect for such services.

Non-Maintainable Equipment

- 5.1 The annual rate assumes the equipment covered under this Agreement is in maintainable condition. If, at the time of seasonal start-up or on the first inspection, repairs or replacements are required, such charges will be submitted for customer's approval. If customer does not authorize such repairs or replacements, DIVCO may either remove the equipment from its scope of responsibility, and adjust the annual rate accordingly, or cancel the agreement.
- 5.2 This Agreement applies only to the maintainable portions of the system(s). Under full coverage agreements, DIVCO will not be responsible for the repair or replacement of non-maintainable and/or non-moving parts of the heating, ventilation and air conditioning systems. Examples of such non-covered items are dampers, ductwork, cabinets, heat exchangers, boiler tubes, boiler sections, boiler refractory, chimney, breeching, refrigerant piping, refrigerant leaks, refrigeration evaporators, refrigeration condensers, condensate drain pans and lines, water coils, steam coils, steam traps, pneumatic air lines, fan housings, main power service and electrical wiring, valve bodies or other structural parts.

Facilities Management Programs Limitations – If Applicable

- 6.1 All computerized maintenance monitoring and computerized energy management equipment provided by DIVCO will remain the property of DIVCO. Should this program be terminated, DIVCO reserves the right to remove this equipment.
- 6.2 The monitoring service is not to imply or obligate any direct liability or contingent liability for damages caused by alarms not received or handled improperly. This service is not a U.L. certified alarm center. Lines are checked at least monthly for connection.
- 6.3 Customer is responsible for all phone line installation, line costs, and usage charges incurred.

EXECUTIVE ORDER 11246 – Affirmative Action for Minorities and Women

During the performance of this contract, the Contractor agrees to comply with any applicable requirements of Executive Order 11246 (as amended by EO 11375, 12486, et al) and its implementing regulations at 41 CFR 60-1, 2, 3 and 4, prohibiting discrimination based on race, gender, ethnicity, national origin or religion and requiring affirmative action and EEO reporting to promote equal opportunity. The relevant sections required by 41 CFR 60-1.4 are hereby incorporated by reference

AFFIRMATIVE ACTION FOR VIETNAM ERA & OTHER VETERANS

Applicable to all nonexempt contracts and purchase orders of at least \$100,000 a year.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

AFFIRMATIVE ACTION FOR PERSONS WITH DISABILITIES

Applicable to all non-exempt contracts and purchase orders of at least \$10,000 a year

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Executive Order 13496 of January 30, 2009 may require our suppliers and subcontractors to post notices of employee union rights, and notify their contractors of same. 29CFR Part 471, Appendix A to Subpart A is hereby incorporate by reference.