

**Faith Lutheran Church
Congregational Council Executive Committee Meeting on Zoom
April 24, 2024
Minutes**

Attendance: Pastor Jean, Lorelee Daily, Paul Skerlong, Darryl Anderson, John Reyes, Keen Lee

The meeting was called to order at 7 p.m. and was presided over by Lorelee Daily, president. The purpose of the meeting was 1) to hear some concerns of John Reyes about the contract from Vector Security, which if signed, could negatively impact the church's relationship with its insurance carrier, Church Mutual, and 2) to decide how to proceed after hearing from John. The parts of the contract which concern John are:

4. LIMITATION OF LIABILITY; INDEMNIFICATION. SECTION 17 OF THIS AGREEMENT LIMITS OUR LIABILITY TO A MAXIMUM OF \$1,000.00 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM, OR OTHER SECURITY AND LIFE SAFETY PRODUCTS, FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. IN ADDITION, SECTION 18 REQUIRES THAT YOU INDEMNIFY US IN CERTAIN SITUATIONS. YOU HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO TALK TO OUR SALES REPRESENTATIVE ABOUT THESE LIMITATIONS. YOU UNDERSTAND THAT THE MEDICAL EMERGENCY FEATURE OF THE SYSTEM IS NOT A BURGLAR OR FIRE ALARM AND CAN ONLY BE ACTIVATED MANUALLY, AND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE. YOU HAVE SELECTED THE SYSTEM, OTHER SECURITY AND LIFE SAFETY PRODUCTS, AND SERVICES WITH A FULL UNDERSTANDING OF THEIR LIMITATIONS AND THE LIMITATION OF OUR LIABILITY. IF YOU WISH, YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHARGE TO US. IF YOU ARE INTERESTED IN THIS OPTION, PLEASE CONTACT US FOR FURTHER INFORMATION. IF YOU ELECT THIS OPTION, WE WILL ATTACH A RIDER TO THIS AGREEMENT THAT WILL SET FORTH THE AMOUNT OF THE LIMITATION OF LIABILITY AND THE AMOUNT OF THE ADDITIONAL CHARGE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT WE ARE AN INSURER.

17. VECTOR IS NOT AN INSURER; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in the Premises; (b) you should provide any insurance on the Premises and its contents; (c) the amount you pay to us is based only on the value of the System, other security and life safety products, and services we provide and not on the value of the Premises or its contents; (d) alarm systems and our monitoring, alarm response and repair service may not always operate properly for various reasons; (e) a CCTV system, access control system, or other security and life safety products may not detect or prevent an unauthorized intrusion onto the Premises or unauthorized activities (including criminal conduct) by persons on the Premises; (f) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our services fail to operate properly; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our active or passive negligence, or a failure of the System, other security and life safety products, or services. Therefore, even if a court decides that Vector's breach of this Agreement, or our negligence, or a failure of the System, system design, system programming, installation, monitoring, repair service, alarm response, access control, or any other security and life safety products, or services provided by Vector, caused or allowed any harm or damage (whether property damage, personal injury or death) to occur to you while on the Premises, you agree that our liability shall be limited to a maximum of \$1,000.00, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty, failure to warn or product liability) is used to determine that we were liable for the injury or loss. 18. THIRD PARTY INDEMNIFICATION AND SUBROGATION WAIVER. If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Vector's breach of this Agreement or a failure of the System, other security and life safety products, or services, (ii) our active or passive negligence, (iii) any other improper or careless activity of ours in providing the System, other security and life safety products, or service, or (iv) a claim for indemnification or contribution, you agree to indemnify, defend and release us from liability with respect to all such third party claims. Among other things, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about the Premises, and that employee or subcontractor solely causes such harm or damages. You agree to a waiver of claims and to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to indemnify and defend us against any such claim. You are responsible to notify your current insurance company of this subrogation waiver and release, and all new insurance companies in the future.

Although other security companies have similar contracts, Vector's contains clauses that John has not seen before, which may jeopardize our standing with our insurance company. John believes that if we proceed with hiring Vector to install a security system, we need to inform Church Mutual that we are doing this and see if

they have any objections to the contract. If there are no objections, we can proceed as planned. If Church Mutual does have objections, hiring Vector will need re-consideration.

Additionally, there was a problem with the signing of the contract, which was done electronically. Vector sent two copies of the contract to Lorelee Daily and expected Darryl Anderson to be present at the same computer for the signing. Lorelee misunderstood the request and opened both contracts, attempting to figure out which one to sign. In the process, she may have hovered over Darryl's signature, mistakenly signing the contract for him. Darryl never had the opportunity to sign the contract, which is also problematic.

Since time was running out of the 30-minute free Zoom meeting, the members of the Executive Committee agreed to email their opinions on how to proceed from this point forward.

The meeting was adjourned at 7:30 p.m.

Submitted by Lorelee Daily, Council President

Follow up – April 25, 2024

Pastor Jean, Lorelee, Darryl, and Paul all agreed that we should notify Church Mutual that we are contracting with Vector Security for the installation of a security system and send the contract for their review. Pastor Jean drafted an email, which was approved by Mark Watkins, and it was sent to Colleen at Church Mutual along with the contract from Vector.