

CONTRACTOR: Washington Alarm, Inc
CONTACT PERSON: Shannon Woodman, President/COO
ADDRESS: 2030 Airport Way S, Seattle, WA 98134
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 578-043-086
TELEPHONE/FAX NUMBER: 203-328-3288/206-322-7214
COUNTY DEPT: Facilities & Fleet
DEPT. CONTACT PERSON: Mark Meadows
TELEPHONE/FAX NUMBER: 425-754-9077
PROJECT: Security and Fire System Monitoring, Maintenance,
Repair, and Replacement
AMOUNT: \$57,780 for 3 years + \$30K equipment repair/replacement
FUND SOURCE: 511.5180314129, 511.5180324129, 511.5180344129
CONTRACT DURATION: 3 years from contract execution

AGREEMENT FOR SECURITY & FIRE SYSTEMS MONITORING, MAINTENANCE & REPAIR

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Washington Alarm, INC, a corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is provide Security and Fire System Monitoring, Maintenance, Repair and Installation Services for Snohomish County. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof the services shall be performed in accordance with the requirement. This Agreement is the product of County RFP No. 23-20SR.
2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the "Effective Date") and shall terminate in three years. At the option of the County, the contract may be renewed annually, for two (2) or more additional two (2) year terms. Provided, however, that the County's obligation after December 31, 2020 are contingent upon local legislative appropriate of necessary funds for this specific purpose in accordance with the County Charter and applicable law. Contract prices shall remain firm fixed during the contract term.
3. Compensation.
 - a. Services. The County will pay the Contractor on a fee basis for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.
 - b. Overhead and Expenses. The Contractor's compensation for services includes overhead but does not include specific reimbursable expenses.

- c. Invoices. The Contractor shall submit properly executed invoices to the County in accordance with Schedule B.
- d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

- e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?
 Yes No

- f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$ 87,780.00 for the initial term of this Agreement (excluding extensions or renewals, if any).
4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever.

With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.
6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Mark Meadows
Title: Facilities Supervisor II
Department: Facilities & Fleet
Telephone: 425-754-9077
Email: Mark.Meadows@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and

describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.
10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnities' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverage required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.
- (ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverage provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement

may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.
15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.
16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.
17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.
18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.
21. Non-Waiver of Breach; Termination.
 - a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more

instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

- b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within 15 business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.
- c. The County may terminate this Agreement upon 30 business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.
- d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Facilities Management
 3000 Rockefeller Avenue M/S 502
 Everett, Washington 98201
 Attention: Mark Meadows
 Facilities Maintenance Supervisor II

and to: Snohomish County Purchasing Division
 3000 Rockefeller Avenue, M/S 507
 Everett, Washington 98201
 Attention: Bramby Tollen
 Purchasing Manager

If to the Contractor: Washington Alarm, INC.
 2030 Airport Way South
 Seattle, WA 98134
 Attention: Shannon Woodman
 President/COO

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.
32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

_____ Date

CONTRACTOR:

Shannon Woodman 10/12/2020
Contractor Date

Shannon Woodman President
Print Name and Title

COUNCIL USE ONLY	
Approved	<u>12/9/2020</u>
Doc File	<u>D-6</u>

Exhibit A
SCOPE OF SERVICES

- A.** The Contractor shall provide fire system monitoring, all necessary personal and equipment to meet the requirements of Authorities Having Jurisdiction (AHJ). The Contractor shall also provide security system monitoring and call out services. The Contractor shall also provide panel communication equipment for best communication reliability to meet AHJ requirements at no additional charge. At the end of the contract, communication devices shall remain where installed.
- B.** On-call repair services include replacement or upgrades for all listed Security and Fire Panels and related equipment at various county locations. See Attachment "A" for the locations and specific equipment included. During the term of this contract the County may have the need to add or delete services to this contract. Repair services shall be performed in accordance with the Original Equipment Manufacturers (OEM) specifications and meet the requirements of AHJ, and as described in this document.
1. All work shall be performed in a professional manner, following the standards of the Fire and Security industry and local, state and federal safety standards.
 2. The Contractor shall provide all labor, parts, tools, and any other equipment needed to complete service, repair or replacement services.
 3. All Contractor service technicians must pass Snohomish County provided background checks.
Prior to a new technician being assigned to perform work at Snohomish County sites, the Contractor shall be responsible to schedule through Facilities Management background checks.
 4. Contractor's employees must carry employee ID when on County property.
 5. Contractor service employees must have all licenses and certifications required to satisfy AHJ over the work performed.
 6. Contractor's service technicians must pre-arrange all visits to the site and check in with Facilities prior to starting work.
 7. Contractor shall provide a constantly monitored, 24 hour a day, phone number(s) for the County to contact for service. Repair staff shall be on call 24 hours a day with a 4 hour response time for emergencies.
 8. County Facilities staff will provide the Contractor with the building address, description of problem, and a contact person with phone number to contact at the job site.
 9. All work shall be scheduled at the convenience of the County as to not interfere with the County's conduct of business. Contractors shall leave the work area clean and free of materials, debris and to the satisfaction of the authorized County Facilities Management Representative. The County Maintenance Representative must pre-approve the removal of all mechanical and electrical parts.
 10. It shall be the responsibility of the Contractor to comply with local ordinances by securing necessary permits. The costs of any permits shall be documented on an invoice as part of the work performed.
 11. The Contractor shall provide written reports for maintenance service and service repair work no later than seven business days after inspections, service or repairs.
 12. Contractor shall provide software to the County in order to make changes if a panel has the capability.
 13. Contractor shall provide up to 20 site services annually for panel information updates at County requests with no additional service charge.

C. On-site Personnel

1. The Contractor shall provide the County with names and cell phone numbers of all key and on-site personnel. The Contractor shall not substitute or replace any assigned personnel without prior approval of the County.
2. Proper uniforms (hats or shirts etc.) identifying Contractor Technicians shall be worn while on County property.
3. The Service Technician shall leave area clean and orderly.
4. The Service Technician shall carry or have ready access to the typical tools, parts and equipment needed for service work.
5. All on-site personnel must check in with County Maintenance upon arrival.
6. All on-site personnel must check out with County Maintenance before departure.
7. Due to the sensitive nature of some sites and security issues, Service Technicians may be required to check in and out with County security and show their driver's licenses.

D. Employee Identification

Each Technician of the Contractor shall carry identification while on the County grounds. Identification information shall include the employees' full name, photograph, company name, company address, and company phone number.

Employees will be required to pass background checks prior to working in Snohomish County buildings.

E. Employee Conduct

Each Technician of the Contractor shall adhere to County policies on sexual harassment, alcohol and drug free workplace, and weapon free zone. Violation of these policies will result in the Technicians' permanent removal from County property.

F. Building Restrictions:

Parking

The Contractor shall make arrangements with the authorized County Facilities Management Representative prior to off-loading tools and equipment at the job site. Contractor shall park only in designated visitor parking spaces.

Security

The Contractors shall provide and update the list of all Contractor personnel at the job site. Contractors shall comply with all security measures required by the County.

Access

The Contractor shall make prior arrangements with the authorized County Facilities Management Representative for access to the building for performance of the service. All employees entering any of the County's detention facilities will need to have valid driver's license or state issued ID for entry.

G. Service Work Schedules and Times

- All non-disruptive services shall be scheduled at least seven (7) calendar days in advance with the Snohomish County Maintenance Representative and shall be performed during normal operating hours of 6:00 A.M. – 5:00 P.M. Monday through Friday, excluding holidays. Actual work dates/times of the Contractor's Technicians shall be pre-determined and approved by the County.
- The Contractor shall notify the County immediately of any occurrence or condition within the areas that interfere with the full performance of the contract, and confirm it in writing within 24 hours.
- Repairs shall not interfere with normal County operations. This may require after hours work that shall be coordinated with County Maintenance.

- Service technicians performing repair work must call and check in on arrival and out on departure with the County Maintenance scheduler.

H. Job Site Safety

- The Contractor shall, during the progress of work, take all necessary precautions for the prevention of accidents.
- The Contractor shall erect and maintain all barricades, cones and warning lights to maintain a safe work site. The Contractor shall be in compliance with the Lock-out, Tag-out procedure according to OSHA/WSHA regulations.
- Work Site safety is the sole responsibility of the Contractor.
- Any disputes between the owner and the Contractor will be resolved using equipment factory manuals and publications including *Owners Operation and Maintenance Manuals*. When discrepancies occur between standards, the more stringent shall be adhered to.

I. Repair Materials

The cost of small consumables that are normally used doing service and repairs shall be included in the hourly charge. The contractor shall contact Facilities Management and inform them of additional repairs needed and provide an estimated cost, if it is mutually agreed upon, the repairs can be made at that time.

J. On-Call Repair Services

Contractor shall provide repair services as required and within 48 hours respond.

Emergency situations shall be responded to within two (2) hours and repairs made as soon as possible. Any overtime or holiday charges must be approved by Facilities Management or designee in advance.

1. The following holidays are recognized as official County holidays. Work called out on any of these days from 12:01 a.m. to 12:00 a.m. may be billed using the holiday rates.
 - New Year's Day
 - Martin Luther King Jr's Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - The day after Thanksgiving Day
 - Christmas Day

K. Written Condition Reports

Maintenance Reports: Service and repair reports shall be furnished to Facilities Management upon completion of each service. The report shall include:

- a. Date of scheduled maintenance
- b. Building Name and location
- c. Panel location and description
- d. Date and time of arrival and departure
- e. Hours performing maintenance
- f. Listing of parts replaced or repaired
- g. Tasks performed with comments
- h. Listing all recommended repairs
- i. Work order if applicable.

An annual report listing all service and repair reports shall be provided to the County each January. Include in the January annual report recommended upgrades needed for reliable service. Provide annually in January a list of all accounts and their call lists.

L. Repair Work, Installation and Monitoring Services Not Covered by Contract

For additional work not included in this contract the County reserves the right to complete the work using County Maintenance forces, contract the work to an outside contractor or request the work be done by the current contractor.

If the County chooses to request the work be done by the current contractor an estimate will be submitted by the contractor quantified by estimated hours and parts needed for the repair. The estimate submitted will be in accordance with the hourly rate and parts plus costs indicated in the contractor's initial proposal.

No repair work outside the scope of this Contract will be accomplished without pre-approval by the County.

The County may require Repair Work, Installation and Monitoring Services at additional sites and may add to or delete services to this contract as needed.

Diagnostic Errors: The Contractor shall be responsible for the costs of services and parts charged to the County for remedial maintenance calls when the Contractor incorrectly diagnoses the malfunction as not pertaining to equipment maintained by the Contractor and such malfunction, in fact, pertained to Contractor-maintained equipment. However, the County will make equitable payment to the Contractor when the Contractor is required to make a remedial maintenance call and no service is needed to be performed.

M. Billable Charges

Fully burdened hourly rates shall be paid for actual time while on county work site. Time for preparing reports/invoices is not directly billable and the cost for travel and preparation of contractor work orders shall be included in the fully burdened hourly rate.

Parts and equipment invoices shall include a copy of supplier's invoice as back up for cost plus pricing.

N. Quoting for Work Orders

Upon Facilities Management request, Contractor may be requested to provide within no more than five (5) business days:

- an estimate for general repairs or installation of new equipment
- estimated price for a specific job including labor and parts

Such quotes shall show for informational purposes the estimated number of hours and contract hourly rates.

Facilities Management reserves the right to obtain quotes from other Contractors.

O. Performance Warranty

Work performed in accordance with the contract shall meet all applicable codes and requirements of the AHJ. The Contractor shall guarantee all work included in the purchase order against any defects in workmanship, and shall satisfactorily correct, at no cost to the County any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance by the County.

P. Material Warranty

Parts furnished in accordance with the contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or material are not acceptable. The warranty period for contractor provided materials shall be for a period of one year after

completion of the installation or within the manufacturers' warranty, whichever is the latest period. The warranty period shall commence upon the date of the acceptance by the County.

The Contractor shall provide Snohomish County Facilities Management with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site. The installed equipment's model, serial number, date of manufacture of installed equipment shall be provided to Facilities Management.

1. The Contractor shall clean, repair or replace any item damaged by the Contractor during the performance of the service to the satisfaction of the County, and at no additional cost to the County.

Q. Qualifications of Firm and Technicians:

1. The Contractor shall have at least three (3) years of experience monitoring, servicing and installing commercial monitoring panels and related equipment.
2. The Contractor shall have a local (Seattle/Everett) service facility. Contractor shall have the ability to support and dispatch trained personnel with required parts and equipment and an adequate number of qualified technicians to respond to the County's repair requirements.
3. The Contractor shall use skilled technicians who are thoroughly trained and experienced in the necessary skills and who are completely familiar with the specified requirements and the methods needed for timely performance of this work.
4. All Contractor employees assigned to operate lifts must be OSHA certified. Employees must be knowledgeable about basic safety and ladder safety.

Exhibit B
PRICING

Point counts are based on information available. Actual counts may vary.

FIRE AND SECURITY MONITORING PANELS

A. COURTHOUSE/MISSION – Buildings #1 & 2 (3000 Rockefeller Avenue, Everett-County Campus)

Fire Alarm Control Panel	Notifier	NFS2-3030	
Secondary FACP	Notifier	NFS-3030D	
Communication	UDACT	Copper	
Points/Zones monitored	93		
Monthly Monitoring Costs			\$70.00
Security Panel	DMP	XR500N	
Communication	DMP	Network & Copper	
Points/Zones monitored	119		
Monthly Monitoring Costs			\$30.00
Critical Systems Panel	Bosch	D7412G	
Communication	Bosch	Copper	
Points/Zones monitored	131		
Monthly Monitoring Costs			\$35.00

B. ADMIN. EAST/WEST – Building #3 (3000 Rockefeller Avenue, Everett-County Campus)

Fire Alarm Control Panel	Notifier	IFC-640	
Secondary FACP	Honeywell	FS90	
Communication	UDACT	Copper	
Points/Zones monitored	98		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR500N	
Communication	DMP	Copper	
Points/Zones monitored	188		
Monthly Monitoring Costs			\$30.00

C. PARKING GARAGE – Building #4 (3010 Oaks Avenue, Everett-County Campus)

Fire Alarm Control Panel	Notifier	AFP-200	
Communication	UDACT	Copper	
Points/Zones monitored	56		
Monthly Monitoring Costs			\$35.00

D. CARNEGIE – Building #5 (3001 Oaks Avenue, Everett-County Campus)

Fire Alarm Control Panel	Silent Knight	6808	
Communication	AES (7788F)	Radio	
Points/Zones monitored	23		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR-150	
Communication	DMP (263LTE-V)	Cell	
Points/Zones monitored	9		
Monthly Monitoring Costs			\$35.00

E. RECORDS – Building #6 (1000 California Street, Everett)

Fire Alarm Control Panel	Edwards	EST-1	
Communication	Edwards	Copper	
Points/Zones monitored	2		
Monthly Monitoring Costs			\$35.00

F. SOUTH DISTRICT COURT – Building #7 (20520 68th Avenue West, Lynnwood)

Security Panel	DMP	XR500N	
Communication	DMP	Network & Copper	
Points/Zones monitored	33		
Monthly Monitoring Costs			\$35.00

G. MEDICAL EXAMINER – Building #8 (9509 29th Avenue West, Everett)

Fire Alarm Control Panel	Simplex	4010	
Communication	Simplex	Copper	
Points/Zones monitored	3		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR200	
Communication	DMP	Copper	
Points/Zones monitored	16		
Monthly Monitoring Costs			\$35.00

H. MULTI-SERVICE CENTER – Building #9 (2721 10th Street, Everett)

Fire Alarm Control Panel	ESL	1500	
Communication	Through security panel		
Points/Zones monitored	2		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR200	
Communication	DMP	Copper	
Points/Zones monitored	9		
Monthly Monitoring Costs			\$35.00

I. MCDOUGAL FLEET – Building #10 (3402 McDougall Avenue, Everett)

Fire Alarm Control Panel	Potter	AFC-50	
Communication	AES (7707)	Radio	
Points/Zones monitored	4		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR200	
Communication	DMP	Copper	
Points/Zones monitored	26		
Monthly Monitoring Costs			\$30.00

J. CATHCART OPERATIONS CENTER – Building #11 (8915 Cathcart Way, Snohomish)

1. Administration

Fire Alarm Control Panel	Notifier	NFW2-100	
Communication	DMP	XR5FC	
Points/Zones monitored	5		
Monthly Monitoring Costs			\$35.00
Security Panel	Bosch	D7412GV2	
Communication	Bosch	Copper	
Points/Zones monitored	37		
Monthly Monitoring Costs			\$30.00
Critical Systems Panel	DMP	XT30	
Communication	DMP	Copper	
Points/Zones monitored	4		
Monthly Monitoring Costs			\$35.00

2. Fleet Maintenance

Fire Alarm Control Panel	Notifier	NFW2-100	
Communication	DMP (XR5FC)	Copper	
Points/Zones monitored	5		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR550DN	
Communication	DMP (263LTE-V)	Cell	
Points/Zones monitored	86		
Monthly Monitoring Costs			\$35.00

3. Heated Shops

Fire Alarm Control Panel	Notifier	NFW2-100	
Communication	DMP (XR5FC)	Copper	
Points/Zones monitored	5		
Monthly Monitoring Costs			\$35.00
Security Panel	Bosch	D9412GV2	
Communication	Bosch	Copper	
Points/Zones monitored	46		
Monthly Monitoring Costs			\$30.00

4. Covered Vehicle Storage

Fire Alarm Control Panel	Notifier	NFW2-100	
Communication	DMP (XR5FC)	Copper	
Points/Zones monitored	3		
Monthly Monitoring Costs			\$35.00

K. Sheriff's Gun Range

Fire Alarm Control Panel	Notifier	NFW2-100	
Communication	DMP (XR550D)	Copper	
Points/Zones monitored	5		
Monthly Monitoring Costs			\$35.00
Security Panel	Bosch	D9412GV2	
Communication	Bosch	Copper	
Points/Zones monitored	18		
Monthly Monitoring Costs			\$30.00

L. Impound Lot

Security Panel	Bosch	D9412GV2	
Communication	Bosch	Copper	
Points/Zones monitored	10		
Monthly Monitoring Costs			\$30.00

M. SAND HILL PIT – Building #12 (25505 Mountain Loop Highway, Granite Falls)

Fire Alarm Control Panel	Silent Knight	5204	
Communication	Through security panel		
Points/Zones monitored	9		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR500N	
Communication	DMP (463C)	Cell	
Points/Zones monitored	33		
Monthly Monitoring Costs			\$35.00

N. EVALUATION AND TREATMENT – Building #14 (10710 Mukilteo Speedway, Mukilteo)

Fire Alarm Control Panel	Notifier	S-5000	
Communication	DMP (XR100FC/463C)	Cell	
Points/Zones monitored	2		
Monthly Monitoring Costs			\$35.00

O. ARLINGTON PUBLIC WORKS – Building #16 (19700 67th Avenue, Arlington)

1. Roads Maintenance

Security Panel	DMP	XR500N	
Communication	DMP (463C)	Cell	
Points/Zones monitored	7		
Monthly Monitoring Costs			\$35.00

2. Fleet Maintenance

Fire Alarm Control Panel	FireLite	MS-5024UD	
Communication	Through security panel		
Points/Zones monitored	3		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR500N	
Communication	DMP (XR500N/463C)	Cell	
Points/Zones monitored	27		
Monthly Monitoring Costs			\$35.00

3. Bridge Crew

Security Panel	DMP	XR500N	
Communication	DMP (XR500N/463C)	Cell	
Points/Zones monitored	10		
Monthly Monitoring Costs			\$35.00

P. CASCADE DISTRICT COURT – Building #20 (415 East Burke Street, Arlington)

Fire/Security Panel (combo)	DMP	XR500N	
Communication	DMP (XR500N)	Network & Copper	
Points/Zones monitored	23		
Monthly Monitoring Costs			\$35.00

Q. EVERGREEN DISTRICT COURT – Building #21 (14414 179th Avenue SE, Monroe)

Fire Alarm Control Panel	ESL	1500	
Communication	Through security panel		
Points/Zones monitored	2		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR500N	
Communication	DMP (XR500N)	Network & Copper	
Points/Zones monitored	29		
Monthly Monitoring Costs			\$35.00

R. DEPARTMENT OF EMERGENCY MANAGEMENT – Building #23 (720 80th Street NW, Everett)

Fire Alarm Control Panel	Notifier	NFS2-3030	
Communication	AES (2550-CF)	Radio	
Points/Zones monitored	58		
Monthly Monitoring Costs			\$35.00
Security Panel	DMP	XR500N	
Communication	DMP	Network & Copper	
Points/Zones monitored	16		
Monthly Monitoring Costs			\$35.00

S. GREENHOUSE – Building #24 (2731 10th Street, Everett)

Fire Alarm Control Panel	Silent Knight	5208	
Communication	Silent Knight	Copper	
Points/Zones monitored	2		
Monthly Monitoring Costs			\$35.00

T. HAZARDOUS WASTE STORAGE – Building #25 (3434 McDougall Avenue, Everett)

Fire Alarm Control Panel	ESL	LSS1	
Communication	Through security panel		
Points/Zones monitored	3		
Monthly Monitoring Costs			\$35.00
Security Panel	Vista	32FB	
Communication	Vista	Copper	
Points/Zones monitored	5		
Monthly Monitoring Costs			\$30.00

U. NORTH CAMPUS-A – Building #26 (1809 Wall Street, Everett)

Security Panel	DMP	XTL	
Communication	DMP	Cell	
Points/Zones monitored	6		
Monthly Monitoring Costs			\$35.00

V. NORTH CAMPUS-B – Building #27 (2931 Rockefeller Avenue, Everett)

Security Panel	DMP	XTL	
Communication	DMP	Cell	
Points/Zones monitored	5		
Monthly Monitoring Costs			\$35.00

W. NORTH CAMPUS-C – Building #28 (2929 Rockefeller Avenue, Everett)

Security Panel	DMP	XTL	
Communication	DMP	Cell	
Points/Zones monitored	5		
Monthly Monitoring Costs			\$35.00

X. BLUE BARN – Building #29 (3714 Fobes Road, Snohomish)

Security Panel	DMP	XR500N	
Communication	DMP (463C)	Cell	
Points/Zones monitored	8		
Monthly Monitoring Costs			\$35.00

TOTAL MONTHLY MONITORING COSTS (A – V)	\$1,605.00
Total Annual Monitoring Costs (A-V)	19,260.00

Y. MONITORING, REPAIR, MAINTENANCE AND INSTALLATION COSTS:

The hourly rates indicated below are fully burdened to include reports, trip charges, travel hours and mileage expense (to and from the County job site) and begin upon arrival at the County repair site and end upon exit from the County repair site.

1.	Hourly Rate for Work During Normal Business Hours (including sub-contractors)	\$175.00
2.	Hourly Rate for Work During Non-Business Hours (including sub-contractors)	\$350.00
3.	Parts/Cost Plus (not to exceed 15%)	15%
4.	Price for panel monitoring 1 ea. (monthly) Includes communication device as required by Authority Having Jurisdiction.	\$35

Normal Business Hours: 6:00am to 5:00 pm Monday through Friday

Non-Business Hours: Hours other than Normal Business Hours including Saturday, Sunday and Snohomish County Holidays.

Repair and Maintenance cost items 1 – 3 will be used in determining the cost for additional maintenance, installation or emergency maintenance required.