

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 10/14/2020	<b>PREPARED BY:</b> Ashley Heyen, Election Administrator
<b>Meeting Date Requested:</b> 10/20/2020	<b>PRESENTED BY:</b> Jeff Burckhard
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <span style="float: right;">Brought Before the Board Time needed:</span>	
<b>SUBJECT:</b> Election Center Alarm Monitoring Agreement	
<b>FISCAL IMPACT:</b> (\$539.40 annual amount) \$44.95/month for 12 months from elections 104 fund	
<b>BACKGROUND:</b> The Elections Department is requesting alarm monitoring services of the Election Center Facility.	
<b>RECOMMENDATION:</b> Approve alarm system monitoring agreement	
<b>COORDINATION:</b> Liz Cupples, Information Services Jennifer Johnson, Chief Civil Deputy Prosecutor & Risk Manager	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board) Alarm System Monitoring Agreement Contract Approval Email Resolution	
<b>HANDLING / ROUTING:</b> (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of party(s) that will need a pdf.) Original : Clerk of the Board Karin Milham      PDF: Matt Beaton- Auditor	

*I certify the above information is accurate and complete.*



Jeff Burckhard, Director of Audit Services

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

BEFORE THE BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

***APPROVING AGREEMENT BETWEEN FRANKLIN COUNTY AND  
ADVANCED PROTECTION SERVICES, INC. FOR ALARM  
MONITORING SERVICES AT THE FRANKLIN COUNTY ELECTION  
CENTER***

**WHEREAS**, Franklin County Elections is working to improve security at the Franklin County Elections Center facility that is utilized for ballot processing, tabulation and storage; and

**WHEREAS**, alarm monitoring would also improve security of the facility and election process; and

**WHEREAS**, pursuant to *RCW 36.01.010* and *RCW 36.32.120*, the legislative authority of each County is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority for Franklin County and desires to enter into this agreement as being in the best interest of Franklin County;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the Agreement, with Advanced Protection Services for Alarm Monitoring Services at the Franklin County Election Center.

**APPROVED** this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board



# ADVANCED PROTECTION SERVICES, INC.

P.O. Box 2665 Pasco, WA 99302 Phone: 509-545-0752 / Fax: 509-545-0753  
 WA. CONTRACTOR LICENSE: ADVANPS9616Z WWW.APSWA.COM

## ALARM MONITORING SERVICE AGREEMENT

This Agreement is made this 20 day of October, 2020, by and between Advanced Protection Services, Inc. a Washington Corporation, hereafter referred to as "APS"

and Franklin County Elections Office hereafter referred to as "Subscriber".

Alarm system site address: 116 N 3rd Ave

Building number: \_\_\_\_\_ Suite: \_\_\_\_\_ City: Pasco Zip: 99301

Cross Street: Clark Site Phone Number: (509) 545-3538

Billing address (if different): \_\_\_\_\_ P.O. BOX: 1451

Building number: \_\_\_\_\_ Suite: \_\_\_\_\_ City: Pasco State: WA Zip: 99301

1<sup>st</sup> CONTACT NAME: Matt Beaton PHONE: (509) 545-3538 PASSWORD: \_\_\_\_\_

2<sup>nd</sup> CONTACT NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_ PASSWORD: \_\_\_\_\_

3<sup>rd</sup> CONTACT NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_ PASSWORD: \_\_\_\_\_

ADVANCED PROTECTION SERVICES, INC. (hereinafter referred to as "APS" or "ALARM COMPANY") agrees to provide alarm monitoring services as outlined below in paragraph (1.0). "MONITORING SERVICES PROVIDED."

**1.0. MONITORING SERVICES PROVIDED:** Upon receipt of an alarm signal from Subscriber's alarm system, the APS designated alarm monitoring central station shall make every reasonable effort to notify Subscriber and the appropriate local municipal department and comply with AHJ dispatch procedures. Subscriber will also be notified of fire trouble, fire supervisory or other off normal signals sent by the alarm panel communicator as soon as may be practical. Subscriber acknowledges that signals are not transmitted from Subscriber's premises directly into fire and police departments and are not monitored directly by the personnel of APS or directly to personnel of its Central station. APS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Cellular devices and services, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of APS and are not maintained by APS and APS shall not be responsible for any failure which prevents transmission signals or data from reaching the Central station or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish APS with a written Call List of names and telephone numbers of persons, and from time to time shall contact to update such list APS as needed when the names and contact communication/telephone numbers on the call list change. When the Subscriber wishes to receive notification of fire alarm signals, unless otherwise provided in the most current Call List provided to APS, then APS's monitoring central station will make a reasonable effort to contact the first person reached or notified on the list by telephone call and no more than two calls to the list shall be required. Any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with APS' and it's designated alarm monitoring central station notification obligations. Central station is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property. The Subscriber will not be released from their agreed to obligation to make any payment, including late fees listed in terms of paragraph 2.1 thru 2.3. when Subscribers maintained and communication service is compromised by loss of service for any reason.

**2.0. TERMS OF AGREEMENT, RENEWALS & MONTHLY ALARM MONITORING & SERVICE RATES INCLUDING OPTIONS A-J BELOW:**

- |   |   |
|---|---|
| (A) FIRE ALARM BASE RATE: \$ <u>X</u>                   | (F) COMMERCIAL FIRE CELL SERVICE: \$ <u>X</u>     |
| (B) ANNUAL F/A INSPECTION: Divided by 12mo. \$ <u>X</u> | (G) ELEVATOR MONITORING: \$ <u>X</u>              |
| (C) INTRUSION ALARM BASE RATE: \$ <u>29.95</u>          | (H) INTRUSION ALARM CELL SERVICE: \$ <u>15.00</u> |
| (D) VIRTUAL KEYPAD APP BASE RATE: \$ <u>X</u>           | (I) VIDEO VERIFICATION SERVICE: \$ <u>X</u>       |
| (E) VIRTUAL DOOR (EA.): \$ <u>X</u> = \$ <u>X</u>       | (J) EMERGENCY RESPONSE (PERS) \$ <u>X</u>         |

2.1. A ONE TIME CELLULAR SERVICE ACTIVATION FEE OF \$25.00 WILL BE APPLIED TO YOUR FIRST MONTHS INVOICE. Initial: MB

2.2. SUB TOTAL MONTHLY DOLLAR AMOUNT FOR ITEMS (1) THRU (11) ABOVE: \$ 44.95

2.3. TERMS OF SERVICE: The duration of this agreement is for (12) months at \$ 44.95 per month plus current sales tax as per the monthly total in section 2.0 thru 2.2. Additionally, this agreement will automatically renew at the end of the initial term for an additional 12 months thereafter unless APS is given 60 days written notice of cancellation by the Subscriber.

BY SIGNING BELOW THE SUBSCRIBER AGREES TO ALL TERMS AND ACKNOWLEDGES READING ALL OF PAGE 1 INCLUDING ALL TERMS AND CONDITIONS ON PAGE 2 ALSO KNOWN AS THE REVERSE SIDE OF THIS AGREEMENT OF WHICH ARE INCORPORATED HEREIN. SUBSCRIBER ACKNOWLEDGES READING AND RECEIVING A FULLY EXECUTED COPY OF PAGE 1 & 2 OF THIS AGREEMENT AT TIME OF EXECUTION.

<p><b>APS</b></p> <p>By: <u>Ralph Lynch</u>  <small>Digitally signed by Ralph Lynch                  DN: cn=Ralph Lynch, o=APS, email=lynch@aps.com, ou=5                  Date: 2020.10.15 09:15:38 -0700</small></p> <p>Signature by Authorized Representative</p> <p>Print Name: <u>Ralph Lynch</u> Date: <u>10/15/2020</u></p>	<p><b>SUBSCRIBER:</b></p> <p>By: <u>Franklin County Elections</u>                  Subscriber or Acting Subscriber Representative Signature of Acceptance</p> <p>Print Name: <u>Matt Beaton</u> Date: <u>10-20-2020</u></p>
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**2.4. PAYMENTS TERMS:** Subscriber agrees the services which APS provides have been negotiated between APS and the Subscriber in the amount noted in (2.3), "TERM OF AGREEMENT, RENEWALS & ALARM MONITORING RATES" All payments are due in full and on time and will be billed monthly in advance for the month that it is due. Payments shall be received by APS accounting on or before the cut-off date of the 25<sup>th</sup> for each month. APS. Payments will be considered LATE if not received on or before the 25<sup>th</sup> of each month.

**2.5. LATE FEES:** The end of business on the 25<sup>th</sup> day of each month is your payment cut-off date. All payments will be made in U.S. dollars. Additionally, any unpaid balance will accrue interest at a rate of one and one-half percent (1 ½ %) per month, or the highest rate allowed by applicable law. Please allow enough time if mailing your payment in so that it is received and processed by APS accounting in order to avoid any late fees applied to your account.

**3.0. INCREASES OF MONTHLY CHARGE:** After the expiration of agreed term in Paragraph (2.3) from the date hereof, APS shall be permitted from time to time to increase the monthly charges by an amount not to exceed 7% percent for each term and Subscriber agrees to pay such increase as invoiced unless otherwise quoted prior and term agreed upon by both parties only covers hardware provided AND installed by APS for up to one (1) year from the date of installation.

**4.0. (Intentionally Omitted)**

**5.0. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** APS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including APS' negligence or failure to perform any obligation.

**6.0. SUBSCRIBER RESPONSIBILITIES FOR FALSE ALARMS / PERMIT FEES / ADDITIONAL COSTS:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse APS for any fees or fines relating to permits, code compliance or false alarms. APS shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should APS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement. It shall be the Subscriber's responsibility to obtain a Certificate of Occupancy from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations.

**7.0. ASSIGNMENTS:** Subscriber shall not be permitted to assign this agreement without written consent of APS.

**8.0. EXCULPATORY CLAUSE:** APS and Subscriber agree that APS is not an insurer and no insurance coverage is offered herein. The alarm systems and APS' services are designed to detect and reduce certain risks of loss, though APS does not guarantee that no loss or damage will occur. APS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever.

**9.0. INSURANCE / ALLOCATION OF RISK:** At the Subscriber's full cost the Subscriber shall maintain a policy of public liability, casualty, fire, theft, and property damage under which Subscriber is named as insured. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or APS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. APS shall not be responsible for any portion of any loss or damage shall be limited to the total amount paid by the Subscriber to APS under this Agreement.

**10.0. LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of APS as a result of APS' breach of contract, negligent performance to any degree or negligent failure to perform any of APS' obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that APS liability shall be limited to the sum money paid by the Subscriber to APS under this agreement.

**11.0. LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by APS, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of APS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix APS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to APS, or Cancels this agreement without proper or agreed upon notification timeline as set forth on paragraph (2.3) above, then the Subscriber shall be immediately liable for any and all unpaid invoiced charges including the balance of all past due payments and late fees for the entire remaining term of this agreement as **LIQUIDATED DAMAGES AND BY SIGNING PAGE ONE OF THIS AGREEMENT, THE SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT AND THAT IT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, BREACH, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.** In the event that APS defaults with its obligations of this agreement for reasons within the control of APS as outlined in paragraph 1, then the Subscriber shall only be required to pay for all current and past due balances. Once the Subscriber has paid all unpaid balances APS will release Subscriber from any and all agreements with APS.

**11.1.** In the event the Subscriber defaults in performance, APS will make every reasonable attempt to first notify the Subscriber by email, phone, letter explaining the Subscriber's default status. If no resolution is made within 60 days, APS will then by Certified Mail, notify the Subscriber of its default in performance. Additionally, APS shall be permitted to terminate all its services under this agreement and deactivate the System WITHOUT relieving Subscriber of any obligations, remaining terms and payments, past due payments and fees of which include all interest that has been applied to the outstanding balances of the Subscriber's account. APS may be required to notify the AHJ of termination of services if the alarm monitoring services are required by local ordinances and or state requirements. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against APS in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

**12.0. APS' RIGHT TO SUBCONTRACT SERVICES:** Subscriber agrees that APS is authorized and permitted to subcontract any services including Central Station Alarm Monitoring Services to be provided by APS to third parties who may be independent of APS.

**13.0. FULL AGREEMENT / SEVERABILITY:** This agreement and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**14.0. NOTICE:** For alarm systems installed and maintained by providers or contractors OTHER than APS prior to the activation of the APS services herein, APS makes no representation that the alarm detection equipment meets current local code, fire department, Police or ANY Authority Having Jurisdiction (AHJ) requirements APS shall not be responsible for applying for any permits or fees in connection with such equipment for the operation, modification, repairs, additions alterations or submittals to bring said security or fire alarms up to current code. When the law or AHJ requires Subscriber to update, delete, remove, relocate or alter any security or fire alarm system or device(s), wiring, existing hardware, parts and materials, the Subscriber shall be fully responsible for all associated cost thereof. For all alarm systems not installed or maintained by APS prior to the execution of this agreement, the Subscriber agrees to pay all cost for any repairs, additional tenant space improvements, alarm system alterations or replacement parts and may first require AHJ approval prior to start of work.

**15.0. ANNUAL FIRE ALARM TESTING AND INSPECTION TERMS:** Included as part of option (2.0.B) herein, all work performed at time of inspection includes base labor, travel, Tegriss test report fee, & test materials. Subscriber shall also pay all additional cost associated to any changes or repairs made to the system after the date of execution listed herein. Additional charges may apply due to lack of system or building access on the scheduled inspection date, failure to arrive by Subscriber on scheduled inspection date, or same-day cancellations of pre-scheduled inspection by Subscriber.

**15.1. EXCLUSIONS OF OPTIONS in (2.0.B) ANNUAL FIRE ALARM TESTING AND INSPECTION:** Zone map updates if required by the AHJ.