


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, P.E.
Public Works Director/County Engineer 

Agenda Date: May 12, 2014

Subject: Purchase and Service Agreement, Security System for Transfer Station Scale House and Office

Statement of Issue:

The Transfer Station scale house and office contain valuable property, including computers and printers, a safe for cash drawers and cash bags, and miscellaneous small equipment and supplies. The existing security monitoring system provides adequate protection against break-in and theft but requires an updated Agreement.

Analysis/Strategic Goals/Pro's & Con's:

The security system at the Transfer Station has two independent installations, one in each of the scale house and office. The current Agreement shows only one installation and incorrectly states and charges for the monthly service provided. The security system contributes to meeting a County goal of improving community infrastructure.

Fiscal Impact/Cost Benefit Analysis:

The monthly service fee will increase from \$26 to \$52 with no additional installation costs.

Recommendation:

Approve and sign three (3) copies of the Purchase and Service Agreement and return two (2) copies to Public Works for processing.

Department Contact:

Richard Talbot, SW Manager, x213

Reviewed By:


Philip Morley, County Administrator

5/7/14
Date

SYSTEM PURCHASE AND SERVICE AGREEMENT

CUSTOMER NAME: Jefferson County Solid Waste DATE: 3/28/14

BILLING ADDRESS: 623 Sheridan Street CITY: Port Townsend STATE: WA ZIP: 98368

INSTALLATION ADDRESS: Listed below CITY: _____ STATE: _____ ZIP: _____

OFFICE PHONE NO.: 360-385-4588 SITE PHONE: 360-385-0404

1. SYSTEM PURCHASE PRICE AND INSTALLATION CHARGE. If Customer purchases the System (as described below in Section 3) the total purchase price for the System, including installation is \$ 0 plus sales tax of \$ _____.

Customer has paid \$ 0 in advance, receipt of which is hereby acknowledged, leaving an unpaid balance of \$ _____.

Customer agrees that said unpaid balance shall be paid in full within 30 days following installation of the System. Customer hereby grants to Guardian Security Systems, Inc., a security interest in the System to secure faithful performance of all Customer obligations hereunder.

Method of Payment: Visa Mastercard AMX AUTO DEBIT Check # _____ Card # _____

Name of Card Holder _____ Expiration Date _____

2. SYSTEM LEASE - INSTALLATION AND RENTAL CHARGE: If Customer leases the System, lessee agrees to pay installation and rental charges as follows:

(a) Installation Charge and Downpayment. Lessee agrees upon installation of the System to pay an installation charge of \$ N/A.

(b) Monthly Quarterly. If rent is to be paid monthly / quarterly, lessee agrees to pay monthly / quarterly / rental payments of \$ N/A for a period of N/A months. The monthly / quarterly / lease payment includes monitoring if applicable. The first month's rent or pro rata portion thereof, if the System is not installed on the first day of the month, shall be paid upon installation of the System. Thereafter, monthly / quarterly / rental payments shall be due and payable on the tenth day of the month next preceding the month for which such payment is made. All monitoring charges if included in Lease payment shall be subject to terms and conditions in paragraph 5.

3. DESCRIPTION OF SYSTEM: Monitoring resign for basic telephone line monitoring.

Jefferson County Solid Waste Office: 325 Landfill RD Port Townsend WA 98368 RMR \$26.00.

Jefferson County Solid Waste Scale Shack: 325 Landfill RD Port Townsend WA 98368 RMR \$26.00.

(A) CUSTOMER will supply uninterrupted 110v electrical outlet necessary for the operation of the System. (B) CUSTOMER is responsible to provide appropriate telephone jack connections. (C) CUSTOMER shall pay for all related permit fees and costs. (D) CUSTOMER is responsible for all applicable taxes. (E) All false alarm fees are customer responsibility.

4. LIQUIDATED DAMAGES: IT IS AGREED BETWEEN CUSTOMER AND GUARDIAN THAT GUARDIAN IS NOT AN INSURER AND THE SYSTEM AND SERVICES ARE NOT INTENDED AS A SUBSTITUTE FOR ADEQUATE INSURANCE. CUSTOMER UNDERSTANDS AND AGREES THAT THE SYSTEM AND THE SERVICES (AND THE TRANSMITTER, IF APPLICABLE) ARE INTENDED ONLY TO PROVIDE WARNING IN CASE OF FIRE, IN OR ABOUT, OR ENTRY INTO THE PREMISES AND NOT TO PREVENT THE SAME AND THAT UNDER NO CIRCUMSTANCES SHALL GUARDIAN BE LIABLE FOR ANY LOSSES AS PROVIDED HEREIN, and because it is impractical and extremely difficult to fix the actual damages in such event, Guardian's liability hereunder shall be limited to the sum of \$ 250.00 as liquidated damages, and not as a penalty. GUARDIAN SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS OR PERSONAL INJURY OR DEATH IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FUNCTIONING OR USE OF THE SYSTEM AND THE SERVICES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE GUARDIAN HARMLESS IN RESPECT OF ANY INJURY, DAMAGE OR CLAIM TO PERSONS OR PROPERTY, THAT MAY ARISE THROUGH THE OPERATION OR MAINTENANCE OF THE SYSTEM OR LACK OR FAILURE THEREOF. Customer has read and understands this paragraph and agrees to its terms. DA (Customer's Initials) **INITIAL HERE**

5. CENTRAL STATION MONITORING: Customer shall pay \$ 42.00 per month (payable Monthly Quarterly Annually in advance) for central station monitoring services by Guardian. The Customer agrees to maintain the Service in effect and paid as above agreed for a minimum of 3 (three) years from the date said System is installed and for successive one year periods thereafter on the same terms and conditions as herein contained until cancellation thereof at any time by Guardian or upon ninety (90) days written notice by Customer prior to the end of the initial contract. Customer shall be liable for and pay to Guardian any excise, sales or other taxes which may be imposed upon the Company or the Customer because of the existence of this Agreement and the carrying out of the provisions hereof. Upon cancellation, Customer authorizes Guardian to access and reprogram the telephone digital communicator to cease all signals and remove the account system number from the panel logic.

6. ALARM RESPONSE: Customer shall select one of the two options as outlined below for alarm response by the customer's selected public law enforcement agency, or private security patrol ("The Services"). Customer shall be liable for and pay to Guardian because of the existence of this agreement and the carrying out of provisions hereof, including any fees or charges imposed upon Guardian for any false alarms, ordinance fees, registration fees and additional fees as outlined below for alarm response by the customer's selected public law enforcement agency, or private security patrol ("The Services"), including reasonable administrative costs. Customer elects to have Guardian contact: (check one)

Must Select One Option:

Option One: Private patrol service \$ N/A per response

Option Two: Police response \$ N/A per response

7. Customer understands that traditional methods of monitoring utilizing telephone lines for signal processing are subject to failure. In the event of disconnected or severed connectivity lines Guardian Security Systems offers back up Radio Cellular monitoring for an installation fee of \$ N/A plus tax and additional \$ N/A per month added to regular monitoring fees and billing cycle as stated above in paragraph 5. Customer waives cellular signal services as stated above.

Dickard (Customer's Signature) **SIGN HERE**

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY

By: Mike Wade

Authorized Officer's signature for acceptance: [Signature]

Title: Branch Manager

Date: 3/28/14

TERMS AND CONDITIONS ON THE REVERSE ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE INTEGRATED HEREIN BY THIS REFERENCE.

Customer: PUBLIC WORKS **SIGN HERE**

By: _____

Title: _____

Date: _____ **INITIAL HERE**

Copy Received: _____ (Initials)

Approved as to form only
 David Alvarez, Chief Civil DPA
 Jefferson Co. Prosecutor's Office
 4/10/14

1. Under this Agreement, the Company, on receipt of an alarm signal from the premises shall endeavor to notify the appropriate responsible law endorsement authority. The Subscriber agrees to give the Company the names and signatures of all persons who shall have the right to enter the premises between the regularly scheduled times for closing and opening of the premises and who may be called upon for a key to enter the premises of the Subscriber during such periods. Subscriber agrees to keep names up to date.

2. This Subscriber hereby agrees that the Company shall have the right to increase or decrease the monthly charge provided for herein at any time after expiration of one year from the date such system is operative under the Agreement upon giving the Subscriber written notice sixty (60) days in advance of the effective date of such increase or decrease, and if the Subscriber is unwilling to pay any such increased charge, the Subscriber may cancel the then expired term of this Agreement by notifying the Company in writing thirty (30) days prior to the otherwise effective date of any such increase. With respect to the digital communicator and to all equipment under lease, the Subscriber agrees to pay for equipment removal at standard rates. The Subscriber's cancellation option as set forth herein shall not apply to increases in charges made as a result of increases in leased line charges to the Company as a result of Public Utility Commission - approved rate increase granted to the telephone company, so long as such increases to the Subscriber shall be the net amount of the applicable rate increases aforementioned.

3. Errors or omissions in construction or installation of the systems, including but not limited to failure to wire points of protection, must be called to the attention of the Company by Subscriber in writing within (10) days of completion of installation. Upon the expiration of said ten (10) days, the installation and the protection provided shall be deemed accepted by Subscriber. The Subscriber agrees to pay the Company thereafter for increases in protection or modification of the system at standard rates. Service is provided between 9:00 A.M. and 4:00 P.M. weekdays.

The Subscriber shall permit the Company access to premises during business hours and at all other reasonable times for any reason arising out of or in connection with the Company's rights or obligations under this Agreement.

The Subscriber shall exercise due care to prevent false alarms and pay all fines and summon resulting therefrom. The Subscriber is responsible for frequent tests of the electronic protective system.

4. The Subscriber expressly covenants and agrees not to tamper with, disturb, injure or remove or otherwise interfere with said apparatus nor to permit the same to be done. It is further agreed that the apparatus shall remain in the same location as installed, and any removal or disturbance thereof resulting from painting, altering or remodeling the fixtures or any changes whatsoever necessitating any work by way or repairs, relocation or otherwise on said apparatus, or if any Inspection Bureau having jurisdiction shall require any changes, shall be paid for by the Subscriber in accordance with standard charges of the Company in addition to all other charges mentioned herein.

5. The Company is hereby authorized to make any preparations such as drilling holes, driving nails, making attachments or doing any other things necessary or pertinent to the installation and maintenance of the electronic protection apparatus and the Company shall not be responsible for any condition of the premises created thereby during the installation, maintenance or removal of the equipment or apparatus and the Subscriber warrants that it has full authority from the owner and/or any other persons in control of the premises to permit the installation of the apparatus under all conditions hereinabove mentioned.

6. In the event any of the terms or provision of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

7. Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals covering of chemical vats and any other source of air turbulence or movement which may interfere with the effectiveness of the system during closed periods while alarm system is on.

In the event of a power failure or other interruption, at Subscriber's premises, Subscriber shall immediately notify the Company.

8. The Company upon receipt of an alarm signal from the premises of the Subscriber, shall, without incurring any liability for failure to do so except that provided in paragraph 1, make every reasonable effort to do the following.

- A. Upon receipt of burglar alarm signal, transmit the alarm to the headquarters of the local police authority and make a reasonable effort to notify the Subscriber or his designated agent by calling the telephone number supplied to the Company in writing by Subscriber.
- B. Upon receipt of hold-up alarm signal, transmit the alarm to the public police department.
- C. Upon receipt of a sprinkler signal, waterflow signal, manual or automatic fire alarm signal, transmit the alarm to the public fire department and make reasonable effort to notify the Subscriber or his designated representative by calling the telephone number supplied to the Company in writing by Subscriber.
- D. Upon receipt of a monitor signal, make a reasonable effort to notify Subscriber or his designated representative by calling the telephone number supplied to the Company in writing by Subscriber, is requested by Subscriber.

Paragraph 12 does not apply to local alarm systems.

9. This Agreement may be cancelled without prior notice, at the option of the Company, in case its central station, connecting wires or equipment within the Subscriber's premises are damaged or destroyed by fire or other catastrophe so substantially that it is impractical to continue service, and may likewise be cancelled by the Subscriber in the event that the Subscriber's premises are so destroyed or damaged.

10. The Company assumes no liability for delay in installation of the equipment because of work schedules or for interruption of service due to strikes, riots, floods, fire, act of God or any other cause and shall not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

Subscriber recognizes that electronic systems are delicate by nature and require care and service if a proper electronic signal is to be dispatched to the central station. The Subscriber is responsible for frequent tests of the electronic protective system.

11. The Company shall not be liable for loss or damage caused by delay, interruption, stoppage in construction or maintenance from causes beyond its control and same shall not relieve payments on behalf of Subscriber for term.

12. It is further understood and agreed that the Company may remove or abandon said system in whole or in part, upon termination of this Agreement by lapse of time in the case of lease, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, that such removal or abandonment shall not be held to constitute a waiver of the right of the Company to collect any charges which have accrued or may accrue hereunder.

13. The Company shall have the right to assign this Agreement to any other person, firm or corporation without any notice to the Subscriber, and shall have the further right to subcontract any services it may perform.

14. THIS AGREEMENT is not binding unless approved in writing by an authorized officer of the company. In the event of failure of approval, as aforesaid, the only liability of the Company shall be to return to the Subscriber the amount, if any, paid to the Company upon the signing of this agreement.

15. Company has the right to use the Subscriber's name for his Promotion and Advertising purposes without the written consent of the Subscriber.

16. You may cancel any purchases made under this Agreement if such purchases took place other than at the company's business address which notice shall be posted not later than the third day (excluding Sundays and holidays) following your signing of this contract. If you choose to cancel this purchase, you must return or make available to Company at the place of delivery any merchandise in its original condition, received by you under this Agreement.

17. This agreement supersedes any other prior agreement or riders thereto.

18. It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this contract will govern, whether such purchase order or other document is prior or subsequent to this Agreement.



Subscriber Initials

INITIAL HERE

IN WITNESS WHEREOF, the Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners has caused this instrument to be executed by and in the name of said County of Jefferson the day and year first above written.

Executed by the Contractor 4-23, 20 14

Guardian Security Systems, Inc.

Contractor

By: 

GUARDSS 233K5

State of Washington, Contractor Registration Number

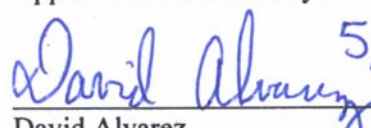
COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS


John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only:

 5/1/14
David Alvarez Date
Deputy Prosecuting Attorney

 4-30-14
Monte Reinders, P.E. Date
Public Works Director/County Engineer