



CITY OF CAMAS
PERSONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. N/A .

AES MONITORING AND AFTER-HOURS RESPONSE SERVICES

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Guardian Security Systems, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform personal services in connection with the project designated as the **AES Monitoring and After-hours Response Services.**
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 31, 2023, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 19 of this Agreement. The City of Camas reserves the right to offer additional one (1) year extensions if the extensions would be in the best interest of the City.

Upon completion of this agreement at the end of the year 2023, extension of the contract for the year 2024 shall be considered if it is mutually agreed upon to both the City and the Consultant. Using the same Proposal Items listed in the November 2021 Proposal, the prices for the year 2023 shall be increased by a percentage rate equal to the Portland, Oregon Metropolitan Area Consumer Price Index (CPI) as of July 2022. In the event that the CPI is a negative number, the prices submitted in 2021 shall be used. Such extensions shall go into effect only with written confirmation from the City of Camas to the Consultant.

Entire Agreement. The Extension as amended, including all schedules, attachments, amendments referenced therein, constitutes the entire agreement between the City and the Consultant. The Consultants proposal is specifically included as part of the Contract Extension, as amended. Where there are conflicts between these documents, the controlling document will first be the Contract Extension, as amended, then the City of Camas Personal Services Agreement, and finally the Proposal. The Extension, as amended, supersedes any other oral or written understanding between the City and the Consultant regarding AES Monitoring and After-Hours Response Services to be provided for the City during the term of the Agreement Extension, as amended.

If at any time during the life of the contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued

immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

The agreement will remain in effect throughout the contract extension.

4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** AES Alarm Monitoring Pricing and After Hours Services Pricing inclusive of labor, materials, equipment supplies and expenses.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons

or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Limitation of Liability – Guardian Security

NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, OWNER AND CONSULTANT AGREE THAT CONSULTANT'S INDEMNIFICATION OBLIGATION SHALL NOT EXTEND TO ITS MONITORING SERVICES UNLESS CONSULTANT IS GROSSLY NEGLIGENT IN THE PERFORMANCE OF SUCH MONITORING SERVICES, INCLUDING INTENTIONALLY FAILS TO PROVIDE SUCH MONITORING SERVICES, AND IN SUCH EVENT CONSULTANT'S LIABILITY TO OWNER FOR ANY DAMAGES SUFFERED BY OWNER IN CONNECTION WITH SUCH GROSS NEGLIGENCE IN THE PERFORMANCE OF THE MONITORING SERVICES SHALL BE LIMITED TO THE GREATER OF (A) ALL FEES PAID BY OWNER TO CONSULTANT UNDER THIS CONTRACT, OR (B) THE LIMITS OF AVAILABLE INSURANCE PROCEEDS (OR WHAT WOULD HAVE BEEN AVAILABLE HAD CONSULTANT MAINTAINED THE INSURANCE REQUIRED BY THIS CONTRACT). FURTHERMORE, IF CONSULTANT IS IN BREACH OF ITS OBLIGATION TO PROVIDE MONITORING SERVICES AND SUCH BREACH IS NOT DUE TO CONSULTANT'S GROSS NEGLIGENCE, THEN OWNER'S DAMAGES SUFFERED IN CONNECTION WITH SUCH BREACH SHALL BE LIMITED TO THE GREATER OF (A) ALL FEES PAID BY OWNER TO CONSULTANT UNDER THIS CONTRACT, OR (B) THE SUM OF \$5,000.00. OWNER ACKNOWLEDGES THAT MONITORING SERVICES ARE INTENDED ONLY TO PROVIDE WARNING IN CASE OF FIRE, IN OR ABOUT, OR ENTRY INTO THE PROPERTY. WITH RESPECT TO THE MONITORING SERVICES ONLY, CONSULTANT SHALL NOT BE LIABLE FOR ANY LOSSES OR 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 ARISING IN CONNECTION WITH THE MONITORING SERVICES EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION. Nothing in this Section, with respect to Consultant's limitation on liability shall be applicable to any Services provided by Consultant under this Contract other than the monitoring services.

8. Consultant's Liability Insurance.

- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability

insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant,

irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written

consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Consultant while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

7. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

8. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and

9. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.

b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.

c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.

d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier Consultant certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
 - b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
 17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
 18. Conflict of Interest. It is recognized that Consultant may or will be performing personal services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
 19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
 20. Notices. Notices to the City of Camas shall be sent to the following address:
Bob Busch
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-216-5161
EMAIL: bbusch@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Nicholas Ruff
Guardian Security Systems, Inc.
1743 First Ave S.
Seattle, WA 98134
PH: 360-305-1715
EMAIL: nruff@guardiansecurity.com

- 21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
- 22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator’s decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with the arbitrator’s award, the other party is entitled to costs of suit, including reasonable attorney’s fee for having to compel arbitration or defend or enforce award.
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2021.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT "A"
AES MONITORING AND
AFTER-HOURS RESPONSE SERVICES

AES Monitoring and After- Hours Response Services

Prepared for
City of Camas



City of Camas
AES platform monitoring & After Hours
Answering/Dispatch Services

Guardian Security is committed to entering into a long term partnership with The City of Camas that allows Guardian to provide and showcase our expertise in the world of AES monitoring and central station notification and dispatch services. We appreciate the time you have invested with us in explaining your needs, frustrations and goals for engaging with us on this project. The attached proposals are a working plan that we have vetted from experience and further research. That being said, our goal in entering into a partnership with the City of Camas is to work together to achieve mutual and respective success in this project. If part of our plan, approach or pricing doesn't work for the City of Camas and your goals, needs and budgets... lets sit down and work out a mutually beneficial plan. Communication will be the most crucial part of this partnership.

Below are the Key components we feel like we have addressed within our proposal:

- Lower Cost Alarm management and monitoring solutions
- Reporting and access to see all the same alarm monitoring data we see.
- Stronger more reliable AES network for your systems
- Better alarm management tools and software
- Confidence in your after hours support service provider
- A commitment of continued support to the City of Camas in their management of Life & Property protection

In short, we are committed to giving you better service, superior technology and the best value you will find.

If you act on this proposal, we believe we will make a real difference in your alarm monitoring, after hours dispatch needs , and can be great partners with the City of Camas for years to come.

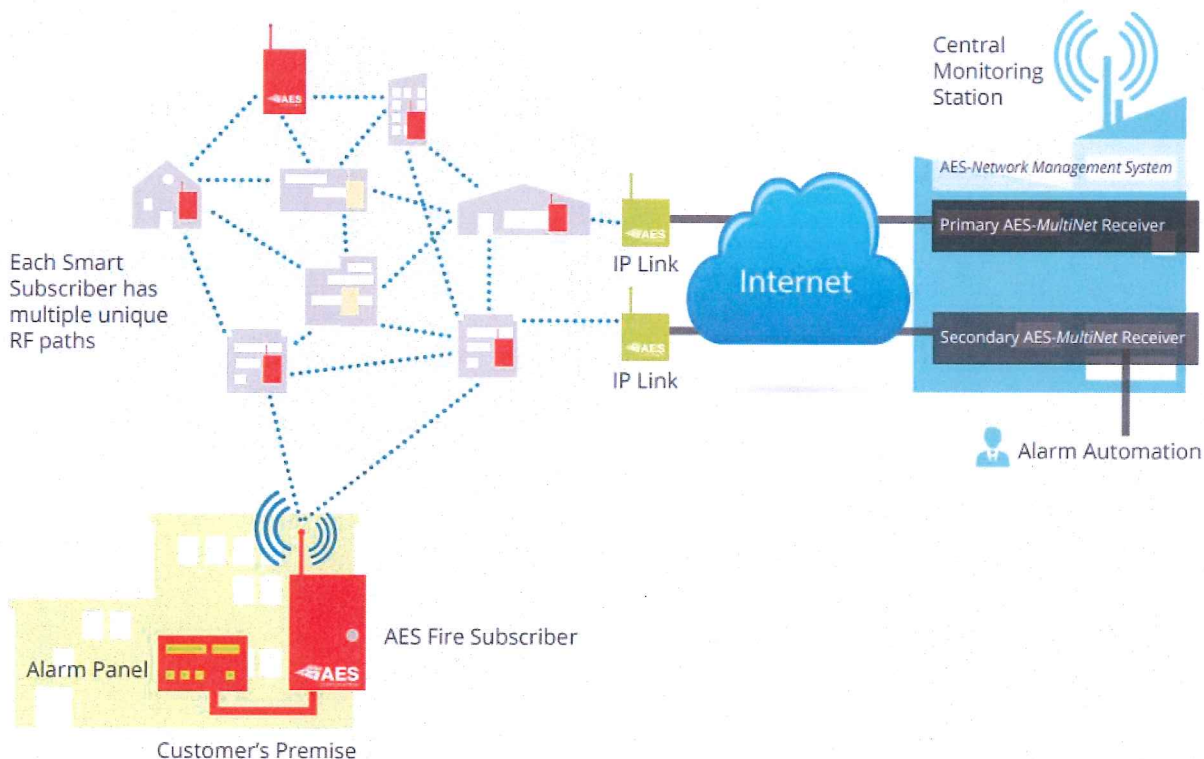
Sincerely Yours,



Christopher Moyer
Director of Contract Services
Guardian Security / Northwest Alarm Monitoring

AES Mesh Network Monitoring and Support Services

Guardian Security is proud to have the opportunity to showcase our expertise and over 20 of experience in AES mesh radio network monitoring. Our end goal is to ensure quality of signalization and proper network coverage for end user subscribers combined with the necessary network support. Based upon the City of Camas, current network configuration we believe that we are uniquely situated in both our experience and technical offerings to provide an alternative to your current AES monitoring provider.



Direct Network Management:

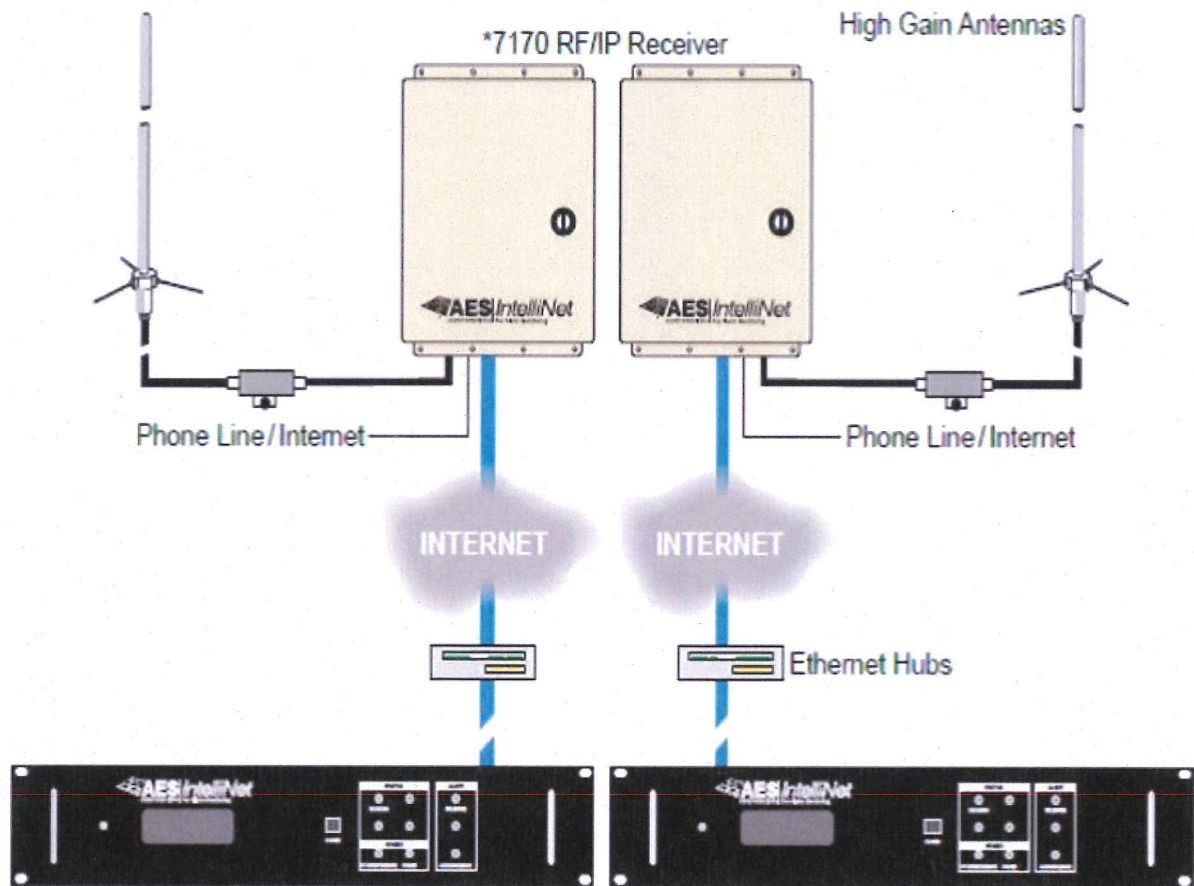
Unlike Guardian Security, most Central Station alarm monitoring is conducted by a third party. An alarm company will contract with a Central Station for monitoring services, which they in turn resell to their customers. This means that hundreds of Alarm companies, all with their own best practices and levels of technical expertise are putting AES radios on the Central Station's network, making the network difficult to manage successfully and difficult to ensure and guarantee reliability. Most central stations do not have field technicians to support their AES and put the burden of maintenance and network reliability on the Alarm companies. As the alarm companies do not own the AES network there is little financial or technical investment to ensure the reliability and maintenance of the network.

Network Strength & Redundancy:

Guardian Security has developed our AES network over the last 20 years with a focus on ensuring triple redundancy in our private AES network. This has been achieved historically by constant and consistent monitoring of weak spots within our own network through our unique network monitoring tools and leveraging IP links to ensure the quality of signalization. Unlike many third party central stations Guardian owns, operates, provides maintenance and network health analysis of our own network without having to leverage third party alarm companies or dealers. In ensuring our model of triple redundancy Guardian has put in place two backup

AES remote central stations complete with AES receivers at our Bellingham and Yakima offices, to support our Central Station located in Seattle, we can continue to confidently expand our AES network and offerings to our end user subscribers. IP links are a critical component to having a healthy AES network and managing the network traffic. Paired with our remote IP links we also utilize the Hybrid AES radios, 7177 Hybrid 2.0 models) which provide dual functionality in providing monitoring to our end user subscribers while also acting as a network bridge in conjunction with our IP links, effectively extending coverage to harder to reach remote areas.

IP Links: A major component of the AES Multi-net receiver system, 7170 RF/IP remote receivers (IP LINKS), connects AES radio networks across a broad geographic area to Central Station creating an effective solution to multiply the transceiver capacity within Guardian's network to reach the more remote locations as well as expand the total geographic coverage.



The IP links we utilize are all capable of transmitting the network signals to our central station via IP connectivity. Guardian has taken this several steps further. We utilize and retain ownership of our IP addresses and have the ability to seamlessly transfer our IP links from one service provider to another in a few clicks of a mouse from a remote location.

In addition to the IP retransmission of the signals we also have failsafe roll over cellular transmission means, utilizing cradle points, direct to our central station. This ensures in the event of any telecommunication failures that we have a solid backup transmission pathway. To create the triple redundancy in just our IP links alone, we utilize two cradle points for each IP link, leveraging two separate cellular carriers to help transport the signal.

In short, if our IP providers lose, cancel or drop service coverage we can quickly move our IP link transmission to another IP provider within moments. If both IP providers are down our IP links will seamlessly rollover to cellular transmission. If one of our cellular providers goes down we can seamlessly rollover to a backup provider.

Hybrid Radios: The 7177 Hybrid AES radio is a great option in remote areas to help bridge the gaps in the network and ensure that our network connectivity remains constant. In the event of weak signal strength these hybrid AES radios will also transmit to the signal through the internet direct to one of our strategically located IP links. We also utilize these radios when we have an AES radio on our network that is experiencing a high volume of peer or retransmission traffic. This helps to ensure that the signals do not backup and are seamlessly transmitted through IP to our central station.

Setup, Configuration and Pricing:

We expect that the entire process described below can take place over the course of 45 days from acceptance of this proposal. We would like to treat this as one large project and deploy our tech(s) to Camas to complete the project over the course of a two weeks.

To bring the current pump station AES accounts on to Guardian's network will first require the deployment of a dedicated IP link. Preliminarily we have designated the Wastewater Treatment plant as the best location. To deploy an IP link effectively the site needs to have emergency backup power, and availability for telephony and network infrastructure from the telco providers.

Each dedicated IP link which serves as the main hub for alarm communication back to our central station carries a substantial cost. Guardian will provide a lease program for the IP link so that neither party bears the full cost (over \$10,000) for the deployment. (see lease pricing below)

The next step in deployment will be to test each of the existing AES communicators for the pump stations and assess signal strength for the Camas network. If signal strength is not at the level that matches our best practices we will then select additional sites to deploy a hybrid AES radio communicator that functions as an alarm communicator and IP link. This will bolster the overall strength of the network but is only needed if the desired signal strength cannot be achieved. Guardian will bear the cost of upgrading any of the existing radios with a Hybrid AES/IP link radio on an as needed basis.

While this is all taking place Guardian will setup all of the AES accounts, current and future (as needed), in our Central Station. Once the network strength has been solidified we will cut-over the existing AES radios to the Guardian network.

Non-existing AES accounts: for any of the additional accounts the City of Camas would like to have monitored via AES, we will initiate site surveys and data gathering upon acceptance of this proposal. We will build out the accounts and install needs into a single project and address the new AES installations as part of the previous two steps. The below sections is an example of how we manage the individual AES installations currently:

Phase 1: Planning and engineering

Many of the below steps will be conducted simultaneously to ensure expedient and efficient installations.

- Schedule project management meeting with Edmonds School District appropriate points of contact to review process and timeline requirements.
- Site surveys at each location to answer and/or address the following:
 - Location of radio installation within facility.
 - Panel types and capabilities for wireless AES monitoring
 - Location and availability of dedicated power supply
 - Quality of signal strength at the panel and assess need for remote antennas utilizing AES network connectivity tools.
 - What ancillary devices will be required per fire code (smoke above the panel etc)
- Securing and assigning equipment required for each radio installation.
- Data Entry for the future accounts to ensure that each account/site is ready in advance of installation
- Reviewing the existing call out list with Edmonds School District. appropriate staff and making updates/changes as required.
- Permitting
- Filing of prevailing wage intents

Phase 2: Installation

- Work with ESD electrician to coordinate the installation of dedicated outlets in advance of communicator installation.
- Installation of AES radios
 - o Connect to fire panel
 - o Install smoke detector above the panel/radio
 - o Install protective security outlet covers
 - o Assess signal strength
 - o Install antennas as needed
 - o Send test signals
 - o Perform initial Q&A testing based upon NFPA 72 acceptance forms

Phase 3: Close out, final inspections, training

- Coordinate with AHJ for all required permit inspections and acceptance tests
- Provide required permitting documentation onsite
- Provide training on remote access to online web portal for monitoring accounts
- Provide all installation closeout documents

AES Alarm Monitoring Pricing

Lease of IP Link: **\$429.00/month**

Includes:

- Full service repair, maintenance, troubleshooting and replacement
- Remote support 24/7
- No install fees

Monthly Monitoring:

Intrusion and Non-UL Fire AES monitoring (e.g. pump stations): **\$24.00/month**

Fire Alarm AES Monitoring: **\$39.00/month**

AES Equipment Sales:

We will provide all of the AES equipment at cost plus 12%

Example Pricing: *(doesn't include higher gain antennas or power supplies)*

Non-UL AES radio subscriber: **\$362.00/unit**

UL Fire AES radio subscriber: **\$705.00/unit**

AES Install Labor:

Each AES radio installation is a little different but on average it takes about 4 hours onsite.

Travel Rate: ~~(\$165/hr)~~ **\$95.00/hour**

Install Rate: ~~(\$165/hr)~~ **\$129.00/hour**

Each AES radio will require an outlet for power and on any UL fire accounts a dedicated outlet off the fire alarm system dedicated power will be required. Installation pricing does not include any local required permitting. Guardian will facilitate the permitting submittal process and final inspections and will pass through bill for the cost of the permit.

After Hours Emergency Calls: Notification and Dispatch Services

The Approach:

Based upon the information provided on the City of Camas after hours answering and notification services, we have devised an approach that will help remove, and in most cases, eliminate the service level frustrations experienced with your current provider. Our approach is heavily predicated on setting up a partnership with the City of Camas and further refining the processes for these services.

Direct Inbound Dialing

To ensure the in bound calls can be answered and responded to quickly and to remove some of the potential confusion on the resulting notifications, our approach is to use a series of [D.I.D.](#) phone lines to correctly route the two existing City of Camas phone lines that are currently being responded to. When a community member calls either of the two existing lines, it will be redirected without user interaction to our Central Station. When the call hits our Central Station phone system, a phone tree menu, specific to the City of Camas, will supply the caller with 8 available options that match the City of Camas notification lists. The caller will select the appropriate choice and then will be connected with a live operator.

Each of the eight unique call lists will have a D.I.D. line that is then linked to an account programmed into our central station automation software. When a caller selects one of the eight options on the call tree, this will allow our automation software to pull up the account and as the operator connects on the call. The operator will then be able to notate the information provided by the caller into the account and then follow the dispatch/notification procedures specific to that notification group. All of this is automated and creates a seamless experience for the caller as well as our operators.

(Please refer to Exhibit A: D.I.D. diagram)

Aside from routing the calls correctly and eliminating potential dispatch/notification errors this approach will allow for all of the following to happen:

Automated reporting:

We will set up your accounts with us so that the key responsible parties receive a daily interaction report. Each of the eight notification groups will receive a daily report on any calls that were received and subsequent actions. These reports will also be available to key responsible parties to pull at their leisure to review signals, notes, operator interactions and more. You no longer will play the guessing game with your central station and whether or not they are getting calls and what is happening after the calls come in.

Faster more accurate notifications:

As there will be eight distinct accounts, each matching one of the eight call out groups, our operators will not have to manually sift and sort through procedures unique to each group to ensure the outbound

notification is going to the correct people. They will be able to respond faster to each call without any of the concerning impacts to our core alarm monitoring services. This also eliminates our entire staff of operators from having to know some of the geographic and other information specific to the City of Camas. (E.G. the two distinct Stormwater notification lists based on geography)

Ease of Notification Data Entry changes:

Knowing that some of the notification groups will require weekly updates to the call out list this feature is one that helps us provide this service at a lower cost than normal. As each call group will have their account it means we can simply update the respondents in each of the eight call out groups and not have to adjust or change the standard protocols.

We know that not every call will happen according to plan. There may be times where our operators are responding to a higher volume than normal of life safety dispatch needs. There is a plan for this as well. Each of the eight call out groups will have a message line attached to it asking for callers to leave detailed information on the concern or need. Our operators will then be able to phone the caller back for clarification (as needed) and will then start the information logging and dispatch/notification procedures. Our goal in all cases is to have the dispatch notifications taking place immediately following every call and in the cases where the operator is unable to connect live, all of the call out notifications will take place inside of 25 minutes.

Implementation Timeline:

If selected as a provider for the City of Camas, after hours services, we will need approximately two weeks to set up the call trees, DID lines, accounts and dispatch procedures. Leading up to the completion of the technology setup, our Central Station team would like to connect with a responsible party for each of the notification groups to further detail the notification procedures and make suggestions on improving the current configuration.

To ensure a smooth transfer of service we will setup everything on our end, with the exception of the forwarding the two City of Camas phone lines to the D.I.D. phone lines we will have setup and waiting. We will need support from the appropriate staff from City of Camas to achieve the phone line forwarding from the City of Camas telco provider(s). Once the phone numbers are forwarded and landing at our Central Station the services will go live.

After Hours Services Pricing:

\$59.00 per month per call out group.

$\$59.00 \times 8 = \$472.00/\text{month}$

This pricing is inclusive of the following:

- Call out and data entry updates
- Cost of the DID lines
- Setup and configuration of the call trees and DID lines
- Setup and configuration of the eight accounts
- Ongoing support
- Emergency dispatch and notifications

We ask for a minimum of a 2 year commitment on contract for these services.

The D.I.D. Configuration

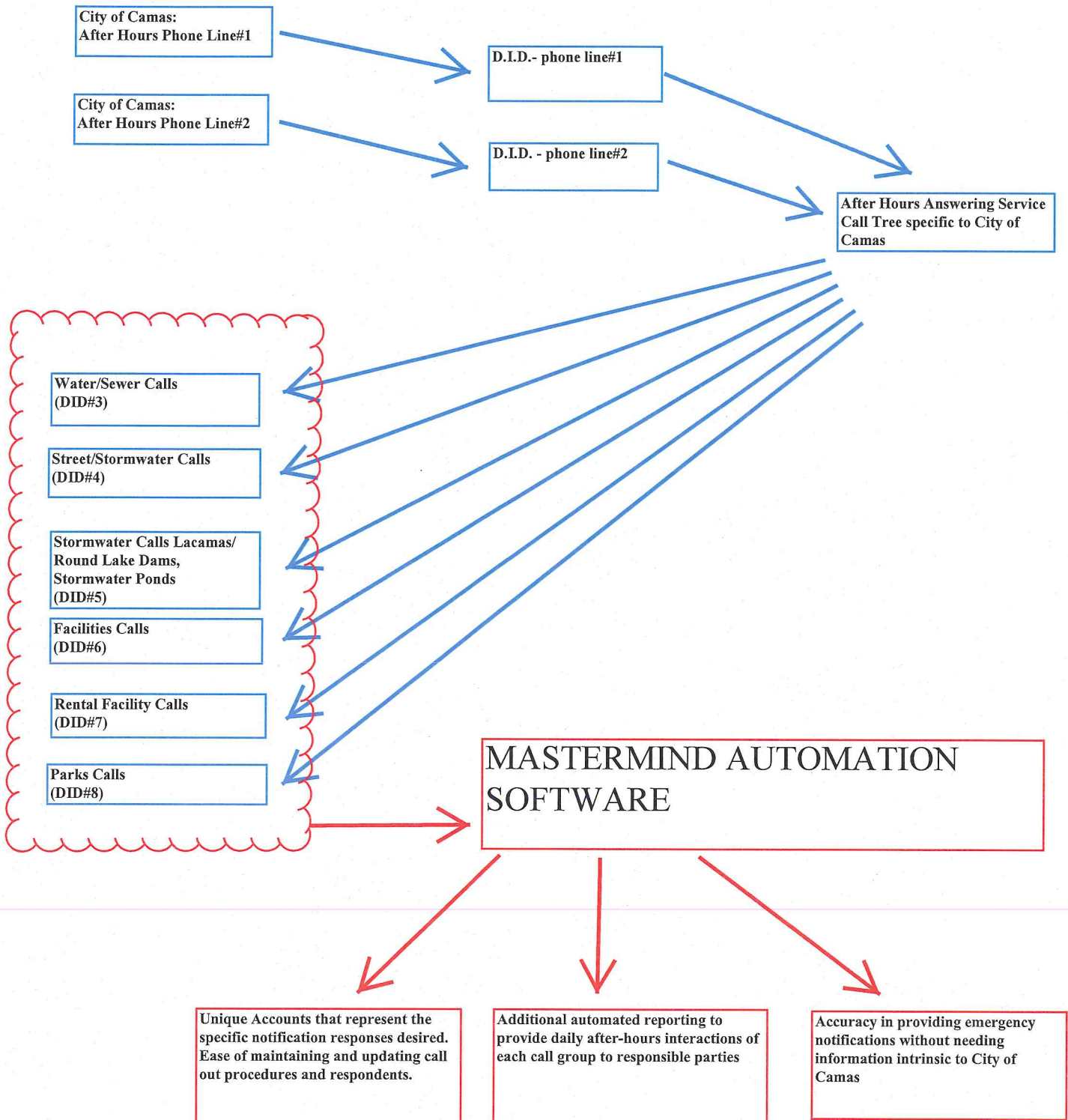


EXHIBIT "B"
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in

addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subConsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)