

Agreement for Services
(Security, Equipment and Monitoring)

This Agreement for Services (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Security Central, Inc., an independent contractor with a principal place of business at 67 Inverness Drive East, Unit B, Englewood, CO 80112 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

Now, Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term, Termination, and Renewal

A. This Agreement shall commence on the Effective Date and shall continue through December 31, 2025, unless sooner terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Commencing on January 1, 2026, this Agreement shall automatically renew for 4 additional 12-month terms, unless prior to December 1 of any given year, either

Party provides notice that the Agreement will be terminated as of December 31 of that year. Contractor shall provide the Town with the proposed increase for the following year on or before November 1 of each year.

III. Compensation

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. For each renewal term, the compensation may not increase by more than 2% or the amount of inflation reported in the Denver-Boulder-Greeley Consumer Price Index, All Items, whichever is greater.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others in the same or similar type of work in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display,

reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

D. The Town understands and acknowledges that Contractor is not an insurer. The Town is responsible for obtaining all insurance the Town thinks is necessary, including coverage for personal injury and property damage. The payments the Town makes under this Agreement are not related to the value of the Town's property or possessions, but rather are based on the cost of the Contractor's services.

VIII. Indemnification and Liability

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. The Town understands that the security and fire detection systems are designed to reduce, but not eliminate, certain risks. Contractor does not guarantee that the systems will prevent personal injury, unauthorized entrances, fire and smoke damage, theft, vandalism, or other damage. Contractor assumes no liability for those risks, and the Town releases Contractor from liability for those risks.

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By: C481D2C8A5F54DB...
Josh Davis
DocuSigned By: Josh Davis

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2024, by _____ as
_____ of _____.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties on the Town's security intrusion alarms, video surveillance systems, fire alarm systems, and keyless entry systems, as directed by the Town (collectively the "System" or "Systems") and shown on Exhibit B. (Note that Security Central does not currently service all Systems at all Town sites.):

- Security alarm monitoring - 24/7 Monitoring of alarm system signals (including panic alarm systems) from Contractor's UL listed Facilities, with either an IP Communicator, Cellular, or Town-provided phone lines.
- Keyless Entry Software Hosting - Contractor hosts the access system management software. The Town has remote access to this software which allows the Town to adjust programming to their systems as needed.
- Fire Alarm Monitoring - At four of the Town Facilities (see address list below), Contractor monitors the fire alarm system. These four systems are monitored using a fire alarm radio communicator which eliminates the need for the Town to provide two dedicated phone lines for fire alarm monitoring.
- Warranty Service: At select sites (see address list below), Contractor shall provide a full warranty (Contractor's Peace of Mind Plan) of the Systems that it has installed and maintains (other than fire alarm systems). While the Town is paying for the Warranty Service, Contractor shall provide all necessary labor, materials, parts, and equipment to service or repair the system to keep installed systems fully operational , excluding battery replacement in wireless devices. The Town must contact Contractor to schedule an appointment for service under this warranty.
 - Police and Courts Building (1000 E. Telleen Ave.) - Access Hosting, Security Monitoring w/IP Comm, Fire Monitoring, Warranty
 - Leon A. Wurl Service Center (150 Bonnell Ave.) - Access Hosting, Security Monitoring w/IP Comm, Warranty
 - Erie Community Center (450 Powers St.) - Access Hosting, Warranty
 - Erie Community Park (451 Powers St.) – Security Monitoring, Cell Monitoring, Warranty
 - Mount Pleasant Cemetery (520 Colliers Blvd.) - Warranty
 - Town Hall (645 Holbrook St.) - Access Hosting, Security Monitoring, I.P Communication, Warranty
 - Arapahoe Ridge Water Storage (1375½ WCR 7) - Access Hosting, Warranty

- Water Treatment Facility (2901 N 119th St) - Access Hosting, Fire Monitoring w/Radio, Warranty
- North Water Reclamation Facility (501 State Hwy 52) - Access Hosting, Fire Monitoring w/Radio, Warranty
- ATAD Building (501 State Hwy 52) – Fire Monitoring w/Radio
- Schoefield Farms – Fire Monitoring, Access Hosting, Warranty
- Coal Creek Park – Security Monitoring, Cell Monitoring, Warranty
- 625 Pierce Street – Warranty

The Town will furnish all power, lighting, and communications equipment and infrastructure that is needed for the System to operate properly. The Town will pay all power, internet, phone/cellular communications, and other utility charges.

The Town will provide Contractor with a completed Notification List and update it as necessary. Contractor is entitled to rely solely on the Notification List and is not required to contact any other person. When Contractor receives an alarm signal, Contractor shall attempt to notify, via telephone or other electronic means, the person(s) or agency(s) identified on the Notification List. However, Contractor will not notify anyone if Contractor reasonably believes that notification is not required, including without limitation repeated transmissions of the same signal or when a system is being tested.

The Town understands that the systems require a communication medium to transmit any signals to Contractor's monitoring center, and the Town must purchase and maintain such communication media. The systems are non-supervised reporting device and no form of monitoring is error-free. If the transmission medium is inoperative, circumvented, compromised, or interrupted in any way, there is no indication of this fact at Contractor's monitoring facility, and Contractor is not responsible for any interruption of service. Upon the Town's request, Contractor shall give the Town a *pro rata* refund if the interruption lasts more than 24 hours and is due to any damage or destruction to Contractor's equipment or facilities.

If the Town elects to receive electronic notification by email, text message, app push notification, or other electronic means, the Town understands and acknowledges that such electronic communication is subject to delay or complete failure due to factors outside of Contractor's control. Contractor may not know whether the notice was delivered successfully to the Town.

Contractor shall provide the Town with remote access to Contractor's third-party web-based access administration software to manage the keyless entry system, provided that the Town pays the applicable hosting/support fees. The Town will manage all system data and operating parameters such as active card holders, automatic door locking/unlocking schedules, and physical door/latch operations. The Town will maintain all I.T. network equipment and services that the system utilizes to communicate with Contractor's cloud-based software servers, provided that Contractor shall provide initial

set-up and connection to client-provided network infrastructure to enable communication with the cloud-based software servers. Contractor shall also provide remote technical support via phone, email, or other communication technology supported by Contractor to assist the Town in the use, administration, and troubleshooting of the system, up to 15 minutes per month and excluding troubleshooting the Town's computer network.

Exhibit B Compensation

Contractor shall be paid as follows for performance of the services set forth in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed. Such invoices shall be submitted to the Town monthly. The table below shows the services and monthly rates for the sites currently being serviced by Contractor.

Facility	Monthly Cost
Erie Community Center	\$ 1,340.95
Erie Community Park	\$ 361.09
Leon A. Wurl Service Center	\$ 1,065.52
Mount Pleasant Cemetery	\$ 87.75
North Water Reclamation Facility	\$ 1,170.06
Police and Courts Building	\$ 1,774.88
Town Hall	\$ 956.66
Water Treatment Facility	\$ 853.61
Coal Creek Park	\$ 441.94
NWRF - ATAD Building	\$ 49.35
Concessions	\$ 153.49
Skate Park	\$ 74.71
625 Pierce St	\$ 118.55
Schofield Farms	\$ 141.28
Vista Ridge Pump Station	\$ 177.29
Grand Total	\$ 8,767.13

Additional systems may be added to this Agreement at the request of the Town by an amendment to the Agreement at the following service rates:

- Fire Alarm Monitoring Service Per System Per Month - \$36.00
- Security Alarm Monitoring Service Per System Per Month - \$36.00
- Cell Monitoring Per System Per Month- Fire \$17.00
- Cell Monitoring with Virtual Keypad Per System Per Month - Security \$10.50
- EasyAccess Hosting & Support Service Per Door Per Month - Card Access \$ 7.75
- I.P. Communication for Monitoring Service Per System Per Month - Security \$11.00
- Radio Monitoring Service Per System Per Month - Fire \$17.00

Normal business hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday, except Town recognized holidays. Services outside of normal business hours (5pm to 8am M-F or on Weekends) or on Town designated holidays shall be charged at the following service rates:

1. Commercial security alarm service and repair: \$229.00 for the first hour and \$164 per hour for any additional hours, measured to no less than a quarter hour.
2. Commercial video and access service and repair: \$244.00 for the first hour and \$179.00 for any additional hours, measured to no less than a quarter hour.
3. Commercial fire alarm service and repair: \$289.00 for the first hour and \$244.00 for any additional hours, measured to no less than a quarter hour.

The following Emergency Commercial Security Service Rates will only apply if the Town requires immediate service restoration:

- \$498 minimum. After two hours, \$249/hour will be billed in 15-minute increments.

Emergency Commercial Video/Access Rates

- \$538 minimum. After two hours, \$269 per hour will be billed in 15-minute increments.

Emergency Commercial Fire Rates

- \$668 minimum. After two hours, \$334 per hour will be billed in 15-minute increments.

The total annual compensation paid to Contractor under this Agreement shall not exceed the amount included in the Town's annual budget.