

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and **Security Central, Inc.**, an independent contractor with a principal place of business at **67 Inverness Drive East, Unit B Englewood, Colorado 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 and known as: **Security Services, Equipment and Monitoring Services**. Additional sites and/or services may be added to this agreement in the future at the same stated costs in Exhibit A.

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 for 12 months 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. This Agreement shall automatically renew for four additional 12-month terms, unless, at least 30 days prior to the expiration of the then-current term, either Party terminates this Agreement. Contractor shall provide the Town with the proposed increase for the following year at least 60 days prior to the expiration of the then-current term. For each renewal term, the

Compensation set forth in Section III hereof may not increase by more than 2% or the amount of inflation reported in the Denver-Boulder-Greeley Consumer Price Index, whichever is higher.

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.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein.

B. 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.

C. 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.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances 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, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

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.

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 the 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.

The Town releases the Contractor from any liability for any event or condition covered by the Town's insurance and waives any rights the Town's insurance company may have to be reimbursed by the Contractor for money paid to the Town or on the Town's behalf. The Town's Insurance Provider will not provide a Waiver of Subrogation Endorsement per The Town's insurance policy, but the Insurance Provider does allow for the insured party to waive the right to subrogation prior to a loss. Therefore, The Town agrees to waive their rights to subrogation in relation to claims or losses involving the Contractor's remote monitoring services.

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

VIII. INDEMNIFICATION

A. For damages caused directly by Contractor while Contractor is working at the Town's Premises, 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 act, 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. For all claims related to System performance, remote monitoring services, or acts of third parties, the following terms shall apply. If the Contractor is found liable for any loss or damage due to its negligence or failure to perform its obligations in this agreement, including installing, repairing, or monitoring the Town's Systems, in any respect at all, the Contractor's maximum liability shall be no greater than \$10,000. This maximum liability applies to any and all theory of liability. The Contractor will assume a greater liability, but only for an additional charge to be agreed upon by the Town and the Contractor. If the Contractor does so, a rider will be attached to this Agreement.

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor

and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. 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 United States 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, storms, 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

Jennifer Carroll, Mayor

ATTEST:

Heidi Leatherwood, Town Clerk

CONTRACTOR

By: _____

Jordan L Jackson Pres.

STATE OF COLORADO)

) ss.

COUNTY OF Arapahoe)

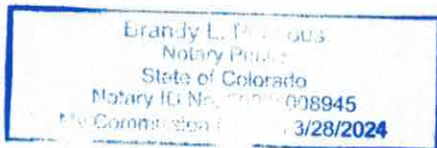
The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of 30th September 2020, by Jordan L Jackson as President of Security Central, Inc.

My commission expires: 3/28/2024

(SEAL)

Notary Public

Brandy L. Pious



NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

*[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]*

I, Jordan Jackson, as a public contractor under contract with the Town of Erie
(the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are
newly hired for employment to perform work under this public contract for services ("Agreement")
with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. §
1324a, which verify the employment eligibility and identity of newly hired employees who
perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly
hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF

Arapahoe

The foregoing instrument was subscribed, sworn to and acknowledged before me this 30th
day of September, 2020, by Jordan L. Jackson as President of
Security Central Inc.

My commission expires: 3/28/2024

(S E A L)

Notary Public

Brandy L. Pontious
Notary Public
State of Colorado
Notary ID No. 20084008945
My Commission Expires 3/28/2024

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 provide 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 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 due to ordinary wear and tear only, excluding battery replacement in wireless devices. The Town must contact Contractor to schedule an appointment for repair 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.) - Warranty
 - Mount Pleasant Cemetery (520 Colliers Blvd.) - Warranty
 - Town Hall (645 Holbrook St.) - Access Hosting, Security Monitoring, 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

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 on a monthly basis. The tables below show the services and rates for the sites currently being serviced by Contractor. Additional sites may be added to this Agreement at the request of the Town by an amendment to the Agreement.

Description	Number of Systems	Cost Per System	Monthly Cost
Security Alarm			
Alarm Monitoring Service - Security			
Leon A. Wurl Service Center	1	\$32.00	\$32.00
Town Hall	1	\$32.00	\$32.00
Police and Courts Building	2	\$32.00	\$64.00
Total	4		\$128.00
I.P. Communication for Monitoring Service			
Leon A. Wurl Service Center	1	\$10.00	\$10.00
Police and Courts Building	1	\$10.00	\$10.00
Total	2	\$10.00	\$20.00
Subtotal			\$148.00
Keyless Entry			
Access Hosting (doors)			
Arapahoe Ridge Water Storage	3	\$7.00	\$21.00
Water Treatment Facility	29	\$7.00	\$203.00
North Water Reclamation Facility	8	\$7.00	\$56.00
Erie Community Center	2	\$7.00	\$14.00
Leon A. Wurl Service Center	15	\$7.00	\$105.00
Town Hall	8	\$7.00	\$56.00
Police and Courts Building	22	\$7.00	\$154.00
Subtotal	85		\$609.00
Fire Alarm			
Alarm Monitoring Service - Fire			
Water Treatment Facility	2	\$32.00	\$64.00
North Water Reclamation Facility	1	\$32.00	\$32.00
Police and Courts Building	1	\$32.00	\$32.00
Total	4		\$128.00
Radio Monitoring Service			
Water Treatment Facility	2	\$15.00	\$30.00
North Water Reclamation Facility	1	\$15.00	\$15.00
Police and Courts Building	1	\$15.00	\$15.00

Total	4		\$60.00
Subtotal			\$188.00
Warranty Services			
Extended Equipment Warranty Service			
Arapahoe Ridge Water Storage	1	\$255.95	\$255.95
Water Treatment Facility	1	\$1,195.68	\$1,195.68
North Water Reclamation Facility	1	\$1,071.22	\$1,071.22
Erie Community Center	1	\$788.52	\$788.52
Erie Community Park	1	\$206.98	\$206.98
Leon A. Wurl Service Center	1	\$573.89	\$573.89
Town Hall	1	\$522.61	\$522.61
Mount Pleasant Cemetery	1	\$79.59	\$79.59
Police and Courts Building	1	\$1,299.00	\$1,299.00
Subtotal			\$5,993.44
Total Monthly Services			\$6,938.44

Additional services shall be charged as follows:

1. Commercial burglar alarm service and repair: \$179.00 for the first hour and \$129 per hour for any additional hours, measured to no less than a quarter hour.
2. Commercial video and access service and repair: \$189.00 for the first hour and \$139.00 for any additional hours, measured to no less than a quarter hour.
3. Commercial fire alarm service and repair: \$229.00 for the first hour and \$179.00 for any additional hours, measured to no less than a quarter hour.

All hourly rates are based on normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except Town recognized holidays. All services between 5:00 p.m. and 8:00 a.m. shall be charged 1½ times the above-quoted rates. All services on a Town designated holiday shall be charged 2 times the above-quoted rate.

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