

**PROFESSIONAL SERVICES AGREEMENT
Washington Alarm Monitoring**

The City of Kirkland, Washington, a municipal corporation ("City") and Washington Alarm, Inc., whose address is 2030 Airport Way S, Seattle, WA 98134 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement ("Services"), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these Services shall not exceed \$97,867.80, as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all Services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. GENERAL ADMINISTRATION AND MANAGEMENT

The Facilities Manager for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving the services, and shall coordinate all communications with the Consultant from the City.

IV. DURATION

The estimated completion date for the Consultant's performance of the services specified in Section I is October 1, 2028. For purposes of paying final invoices and finalizing services, this contract expires on December 1, 2028.

Consultant will diligently proceed with the services contracted for, but Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

V. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the Consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.

The Consultant will, at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VI. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, subcontract, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

- A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold the City, and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs), arising out of or in

connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.

- B. 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 the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant and/or its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Minimum Scope and Amounts of Insurance.** Consultant shall obtain and maintain insurance of the types and limits described below:

- 1. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- 2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.
 - a. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects 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.
2. The Consultant shall provide the City and all Additional Insureds for the Services with written notice of any policy cancellation, within two business days of Consultant's receipt of such notice.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. 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 Consultant before commencement of the Services.

E. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this agreement, 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.

F. 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.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable state, federal, and local laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that they are solely responsible for the payment of taxes applicable to the Services and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on them as a result of their status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of the Services. 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 of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this

project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XX. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXI. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

XXII. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

Signature: 
Shannon Woodman (Oct 29, 2025 11:14:12 PDT)

Printed Name: Shannon Woodman

Title: CEO

Date: 10/29/2025

CITY OF KIRKLAND:

Signature: 
Julie Underwood (Oct 31, 2025 14:53:18 PDT)

Julie Underwood, Deputy City Manager

Date: 10/31/2025

Washington **Alarm**, Inc.

Providing Quality, Service and Integrity to the Pacific Northwest Since 1943

City of Kirkland Renewal Agreement Agreement 27430-1-0

Date: 10/10/2025

Proposal For:
Justine Mason

Proposed By:
Bethany Burton
Business Development

2030 Airport Way S, Seattle, WA 98134
1420 King Street, Bellingham, WA 98229
(206) 328-3288 | (360) 733-1330

Washington Alarm, Inc.

ATTACHMENT A

Providing Quality, Service and Integrity to the Pacific Northwest Since 1943

Dear Justine Mason,

Washington Alarm is pleased to provide you with this proposal and we thank you for your inquiry.

As an independently owned and operated family business we enjoy protecting our neighbors. Some of the benefits of working with Washington Alarm include:

- Monitoring by Washington Alarm's Seattle UL Listed Central Station
- Non-proprietary equipment
- Great local customer service and support - *You always get a live person!*
- Availability of online account management *(In the Customer Portal Section of our website www.washingtonalarm.com, you can view invoices, pay invoices, setup autopay, create service tickets, etc.)*

We also have many additional offerings, some of which include:

- Private Guard Response Program
- Custom Reporting
- Programming Packages
- Service Packages (must be eligible)

Call us today to ask about some of these additional offerings and please keep us in mind for all your Commercial and Residential Security, Fire, Video Verification, Video Surveillance and Access Control System needs.

If you have any comments, questions or concerns, please call or email us.

Warmest of wishes,

Washington Alarm, Inc.

Washington Alarm, Inc.

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Proposal

Agreement Number: 27430-1-0 Date: 10/10/2025

Site Name: City of Kirkland - Master Site Contact: Justine Mason
Site Address: 123rd 5th Ave KIRKLAND, WA 98033
Site Phone: (425) 587-3933 Site Email: APfacilities@kirklandwa.gov
Billing Name: City of Kirkland Billing Address: ATTN: Facilities 123 - 5th Avenue KIRKLAND, WA 98033
Signing on Behalf of a Company: ☐ Yes | ☐ No - If Yes, Company name: _____

THIS PROPOSAL IS SUBJECTED TO THE ATTACHED TERMS AND CONDITIONS

System Scope Of Work - *The System Equipment is more specifically itemized in the attached Equipment Schedule*

RENEAL AGREEMENT - City of Kirkland

Washington Alarm will continue to monitor the fire alarm, security, and elevator systems at properties referenced in the Equipment Schedule.

Boldnet Access is provided, and annual fire alarm system inspections will be provided for: Fleet Shop - Bldg B & C, Maintenance Center A-E, and Equip Shop E.

Fees and Charges *Pricing in this proposal is valid for 45 days.

System Total: **\$0.00**

Monthly Recurring Monitoring/Services: **\$2,718.55**

Term of Agreement: **36 months**

Payment and Schedules

- **Recurring Monitoring/Service Billing Schedule:** ☐ Monthly | ☐ Quarterly | ☐ Annual

For existing customers, your recurring billing frequency will be automatically matched with your current frequency.

- **Preferred Method of Invoice Delivery:** ☐ Emailed | ☐ Mailed | ☐ Both Methods

WAI will not be responsible for uploading Invoices to any third-party/customer portals. All Invoices must be accepted via mail and/or email.

- **Would you like to be set up for Automatic Payments?** ☐ Yes | ☐ No

You can either go to our Online Portal to get this setup or a representative from Washington Alarm will reach out to set this up.

- **Tax Exempt?** ☐ Yes | ☐ No - If yes, must provide documentation.

- **Is a Purchase Order (PO) required for any of the services in this proposal?** ☐ Yes ☐ No

Additional Charges - *Unless otherwise stated within Proposal*

-Washington State Sales Tax	-City Ordinance Fees	-Bond Fees
-Lift Rentals	-Roof Penetrations	-Outlets, Power, Internet
-Additional Conduit or Wire Mold	-Painting, Patching, Asbestos-Related Work	-Repair of Defective and/or Existing Equipment
-Changes Required by Local Jurisdiction	-Open Firewall Port for Network	-Work Outside of M-F, 7:00AM - 5:00PM
-Plenum Wire	-Installation of 110 VAC Power	-3rd Party Fees (Tegris, Compliance Engine, etc.)
-Annual UL Fees	-CAD Drawings (file format must be DWG)	-Permits (Electrical, Fire, etc.)
-All Raceway, Non-Proprietary Backboxes & Wire		

Signature: _____ Print Name: _____ Date: _____
Subscriber

Signature: _____ Print Name: _____ Date: _____
Washington Alarm, Inc.

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UL Listed Central Station
Licensed and Bonded Electrical Contractor
WASHIAI282C3
www.washingtonalarm.com
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Exhibit A

System/Job Specification

Unless subject to progressive billing and billing terms, Jobs over \$1,000 will require a 50% deposit paid prior to the scheduled installation date. The remaining amount will be billed at the time the services are completed by a Washington Alarm technician(s). Jobs that require permits will be pending scheduling of the final inspection (the inspection with a Fire Marshal and/or Labor and Industries Inspector), until the final payment is received.

Customer Number	Name of Site	Address	Account Number	System Type	Current RMR	Upcoming NEW RMR	Job #	Billing Frequency	Quarterly Amount Billed	Term Length (Months)	Total Contract Amount
20130182	ALL SITES	Multiple		BoldNet Access	\$ 15.00			Quarterly	\$ 45.00	36	\$ 540.00
20130182	City Hall	123 5th Ave	9958	Elevator	\$ 25.00			Quarterly	\$ 75.00	36	\$ 900.00
20130182	City Hall	123 5th Ave	6001924	Fire	\$ 90.00			Quarterly	\$ 270.00	36	\$ 3,240.00
20130182	City Hall	123 5th Ave	6003050	Security	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	City Hall - Annex	310 1st St	6001929	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Fire Station 22	6602 108th Ave NE	6000339	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Fire Station 24	9824 NE 132nd St	6003934	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Fire Station 25	12033 76th Pl NE	6000704	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Fire Station 27	11210 NE 132nd	6001156	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Fire Station 27	12127 NE 132nd St	6003747	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Fleet Shop - Bldg B	904 8th St	6002300	Fire & Annual Inspect		\$ 288.71	26080-4	Quarterly	\$ 866.13	36	\$ 10,393.56
20130182	Fleet Shop - Bldg B	1000 8th St	3255176	Security	\$ 100.00			Quarterly	\$ 300.00	36	\$ 3,600.00
20130182	Fleet Shop - Bldg C	1000 8th St	6002302	Fire & Annual Inspect		\$ 288.71	26080-5	Quarterly	\$ 866.13	36	\$ 10,393.56
20130182	Justice Center	11750 NE 118th St	6002251	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Maintenance Center - Annex	1129 8th St	6000663	Fire	\$ 90.00			Quarterly	\$ 270.00	36	\$ 3,240.00
20130182	Maintenance Center A-E	915 8th St	6001926	Fire & Annual Inspect		\$ 288.71	26080-3	Quarterly	\$ 210.00	36	\$ 10,393.56
20130182	Equip Shop E	925 8th St	6002306	Fire & Annual Inspect		\$ 288.71	26080-7	Quarterly	\$ 866.13	36	\$ 10,393.56
20130182	North Kirkland Community Center	12421 103rd Ave NE	3251146	Security	\$ 35.00			Quarterly	\$ 105.00	36	\$ 1,260.00
20130182	North Kirkland Community Center	12421 103rd Ave NE	3251145	Fire	\$ 55.00			Quarterly	\$ 165.00	36	\$ 1,880.00
20130182	Parks Maintenance Building	12006 120th Pl NE	6008903	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Peter Kirk Community Center	352 Kirkland Ave	3251067	Combo Fire/Security	\$ 90.00			Quarterly	\$ 270.00	36	\$ 3,240.00
20130182	Teen Union Building	346 Kirkland Ave	3256276	Security	\$ 75.00			Quarterly	\$ 225.00	36	\$ 2,700.00
20130182	City of Kirkland	348 Kirkland Ave	6007814	Fire	\$ 70.00			Quarterly	\$ 210.00	36	\$ 2,520.00
20130182	Vactor Barn - Bldg D	1030 8th St	6002304	Fire & Annual Inspect		\$ 288.71	26080-6	Quarterly	\$ 866.13	36	\$ 10,393.56
				TOTAL:	\$ 1,275.00	\$ 1,443.55					\$ 97,867.80

**Note: tax and/or ordinance fees are not included.

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Washington Alarm, Inc.

ATTACHMENT A

Providing Quality, Service and Integrity to the Pacific Northwest Since 1943

Equipment Schedule

All Sites - BoldNet Access - All Sites

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
BoldNet Access	\$15.00

City Hall - 123 5th ave - Fire Alarm System - 6001924

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$90.00

City Hall - 123 5th ave - Security System - 6003050

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Security	\$70.00

City Hall - 123 5th ave - Elevator - 9958

QTY	Description
1	Existing System Onsite

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Professional Services:

Description	Ext.Price
Elevator Monitoring	\$25.00

City Hall - Annex - 310 1st St - Fire Alarm System - 6001929

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

Fire Station 22 - 6602 108th Ave NE - Fire Alarm System - 6000339

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

Fire Station 24 - 9824 NE 132nd St - Fire Alarm System - 6003934

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

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Fire Station 25 - 12033 76th Pl NE - Fire Alarm System - 6000704

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

Fleet Shop - Bldg B - 904 8th St - Fire Alarm System - 6002300

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$288.71

Fire Station 27 - 11210 NE 132nd St - Fire Alarm System - 6003747

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

Fleet Shop - Bldg B - 904 8th St - Security System - 3255176

QTY	Description
1	Existing System Onsite

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Professional Services:

Description	Ext.Price
Commercial Monitoring Security	\$100.00

Fleet Shop - Bldg C - 1000 8th St - Fire Alarm System - 6002302

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$288.71

Justice Center - 11750 NE 118th St - Fire Alarm System - 6002251

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

Maintenance Center - Annex 1129 8th St - Fire Alarm System - 6000663

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$90.00

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UL Listed Central Station
Licensed and Bonded Electrical Contractor
WASHIAI282C3
www.washingtonalarm.com
(800) 760-0046

1420 King Street
Bellingham, WA 98229
Phone: (360) 733-1330

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Maintenance Center A-E 915 8th St - Fire Alarm System - 6001926

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$288.71

Equipment Shop E - 925 8th St - Fire Alarm System - 6002306

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$288.71

North Kirkland Comm Center - 12421 103rd Ave NE - Security System - 3251146

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Security	\$35.00

North Kirkland Comm Center - 12421 103rd Ave NE - Fire Alarm System - 3251145

QTY	Description
1	Existing System Onsite

2030 Airport Way S
Seattle, WA 98134
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Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$55.00

Parks Maintenance Building - 12006 120th PI NE - Fire Alarm System - 6008903

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

Peter Kirk Community Center - 352 Kirkland Ave - Combo Fire-Security System - 3251067

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$45.00
Commercial Monitoring Security	\$45.00

Teen Union Building - 348 Kirkland Ave - Security System - 3256276

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Security	\$75.00

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Teen Union Building - 348 Kirkland Ave - Fire Alarm System - 6007814

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

Vactor Barn - Bldg D - 1030 8th St - Fire Alarm System - 6002304

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$288.71

Fire Station 27 - 12127 NE 132nd St - Fire Alarm System - 6003747

QTY	Description
1	Existing System Onsite

Professional Services:

Description	Ext.Price
Commercial Monitoring Fire	\$70.00

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Washington Alarm Contacts

To make your task easier in the event you have any questions regarding your system or service, please refer to the following names and numbers:

<u>Service/Task</u>	<u>Department</u>	<u>Contact Information</u>
For Emergencies, Alarms, and/or Testing your System	Central Station	(800) 760-0046 (206) 328-1800 dispatch@washingtonalarm.com
Emergency Contact List Updates	Records	records@washingtonalarm.com
System and App Support, Troubleshooting or Programming	Technical Support/Programming	support@washingtonalarm.com
Service Questions, Requests or Scheduling Service	Service	service@washingtonalarm.com
Inspection Questions or Scheduling Inspections	Inspections	inspections@washingtonalarm.com
Installation Questions or Scheduling Installation	Installation	install@washingtonalarm.com
Sales/Proposal Requests	Sales	sales@washingtonalarm.com
Accounting/Billing Questions	Accounts Receivable	ar@washingtonalarm.com

You can also contact us at one of our branches:

Washington Alarm, Inc. (Seattle)

2030 Airport Way S
Seattle, WA 98134
Phone: (206) 328-3288
customercare@washingtonalarm.com

Washington Alarm, Inc. (Bellingham)

1420 King Street
Bellingham, WA 98229
Phone: (360) 733-1330
customercare@washingtonalarm.com

TERMS AND CONDITIONS

1. INSTALLATION. The equipment described in the Proposal attached hereto shall be referred to herein as the "System" and the real property in which the System is to be installed shall be referred to as the "Premises." The subscriber identified on the signature line below ("Subscriber") hereby authorizes Washington Alarm, Inc. ("WAI") to cause the System to be installed pursuant to these Terms and Conditions (the Proposal and these Terms and Conditions are collectively referred to as the "Agreement"). Subscriber warrants that it has all necessary rights, consents and approvals to provide such authorization, including without limitation, authority from the owner of the Premises and/or any other person in control of the Premises. Subscriber shall obtain all necessary licenses and permits for the System and for registering the System with any applicable government entity that requires the System to be registered. WAI is hereby authorized to use electrical outlets (110 AC electrical outlets to be provided by Subscriber), drill holes, drive nails, make attachments, and do such other things at the Premises as are reasonably necessary for installation of the System. Subscriber shall provide or cause to be provided any underground trenching, backfill and raceways necessary for System installation. Subscriber shall, at its own expense, make any necessary repairs or changes to the Premises requested by WAI, to facilitate the installation and operation of the System. WAI makes no representation or warranty of delivery and installation of the System or commencement of services by any particular date and shall not be responsible for any loss which may arise during the period between the date of this Agreement and installation of the System. WAI assumes no liability for delay in installation of the System, including delay due to any cause within or beyond the control of WAI. WAI reserves the right to refuse to enter the Premises if no responsible adult is present. Subscriber has the affirmative duty to inform WAI, prior to installation, of every location at the Premises where WAI should not (because of concealed obstructions or hazards such as pipes, wires, asbestos, etc.) enter or drill holes. If asbestos, formaldehyde, or any other substance considered "hazardous" or "toxic" under any local, state or federal law relating to protection of the environment or human health ("Hazardous Substance") is encountered during installation, WAI may cease work until Subscriber has, at Subscriber's expense, obtained certification acceptable to WAI in its sole discretion, from a licensed asbestos or hazardous material removal contractor, that continuation of work will not pose any danger to WAI personnel. Subscriber shall defend, indemnify and hold WAI and its employees harmless from any claims brought against WAI and/or its employees by third parties for property damage, personal injury, death, emotional injury, or any other form of damage, whether actual or prospective, allegedly caused by exposure to any Hazardous Substance, including without limitation, the presence, spread, ingestion or inhalation of any Hazardous Substance on or originating from the Premises. Any alleged defect, error or omission in the construction or installation of the System or any alleged defects in the components of the System must be called to the attention of WAI in writing within ten (10) calendar days after completion of installation. Upon the expiration of said ten (10) days, Subscriber shall be deemed to have unconditionally accepted and approved of the construction and installation of the System. Subscriber shall be solely responsible for setting and testing the System. Subscriber may contact WAI's Central Station to assist with setting and testing the System.

2. PAYMENT. If any payment due hereunder is more than ten (10) days delinquent, then without limiting any other right or remedy available to WAI hereunder (including without limitation the right to deactivate the System), WAI may impose and collect a delinquency charge of one and one-half (1-1/2) percent per month (18% per annum) of the amount of the delinquency. If the System is deactivated because of Subscriber's past due balance and if Subscriber desires to have the System reactivated, Subscriber agrees to pay in advance to WAI a reconnect charge. Subscriber acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any. WAI shall have the right, at any time, to increase the monthly charges provided herein, by the amount of any additional taxes, fees or charges which hereafter may be imposed on WAI by any utility or governmental or quasi-governmental agency relating to the service(s) provided under this Agreement, and Subscriber agrees to pay the same. WAI shall also reserve the right to modify the method of payment accepted.

3. TERM AND TERMINATION. The initial term of this Agreement shall be as set forth in the Proposal, unless the initial term is amended by a subsequently executed rider. This Agreement will automatically renew for successive one-year periods unless terminated by either party at least thirty (30) days before the end of the initial term or any renewal term. WAI may terminate this Agreement if the Premises or System is destroyed by fire or other catastrophe or so substantially damaged that it is impractical to continue service, or if WAI is unable to render services as a result of any action by any governmental authority. If Subscriber fails to make any payment when due or breaches any other term of this Agreement, WAI may stop providing the alarm monitoring and notification services and repossess or disable the System without notice, and Subscriber hereby authorizes WAI to access the premises to repossess or disable the System and waives and discharges any liability for redecoration or repair to the Premises made necessary as a result of WAI repossessing or disabling the System. WAI shall not be liable to Subscriber if WAI stops providing the alarm monitoring and notification services and repossesses or disables the System. WAI may terminate this Agreement if it is impractical for WAI to continue service; WAI cannot acquire or retain the transmission connections or authorization to transmit signals from the premises; Subscriber fails to repair or replace any defective System equipment; or Subscriber fails to follow WAI's operating instructions for the System. Subscriber acknowledges that WAI incurred costs in reliance upon Subscriber performing during the entire duration of the initial term of this Agreement. **IF SUBSCRIBER TERMINATES THIS AGREEMENT DURING THE INITIAL TERM, OR IF WAI TERMINATES THIS AGREEMENT DUE TO A PAYMENT DEFAULT, SUBSCRIBER WILL, WITHIN SEVEN DAYS OF SUCH TERMINATION, PAY WAI 100% OF THE TOTAL CHARGES THAT WOULD HAVE BEEN PAID OVER THE REMAINING TERM OF THIS AGREEMENT AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. SUBSCRIBER AGREES THAT THIS AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM, THE DIFFICULTIES OF PROOF OF LOSS, AND THE INCONVENIENCE OR INFEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE LEGAL REMEDY.**

4. LIMITED WARRANTY AND DISCLAIMER OF IMPLIED WARRANTIES. WAI hereby warrants that in the event any component or associated wiring in the System shall become defective or in the event any repairs shall be required, WAI shall make all repairs and replacements of parts without cost to the Subscriber for a period of one (1) year from the date the installation is completed. WAI reserves the option to either replace or repair the product, and reserves the right to substitute materials of equal quality at time of replacement. This limited warranty does not cover any damage to material or equipment caused by accident, misuse, attempted unauthorized repair service, modification, or improper installation by anyone other than WAI. All warranty service which shall be required on the part of WAI shall be performed between the hours of 9:00 a.m. and 5:00 p.m. on normal business days, which are Monday through Friday other than WAI holidays. This limited warranty gives Subscriber specific legal rights. The laws of the state where this Agreement was signed may also give Subscriber additional rights. **OTHER THAN THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT, WAI DOES NOT MAKE, AND INSTEAD SPECIFICALLY DISCLAIMS, AND SUBSCRIBER HEREBY EXPRESSLY WAIVES AND RELINQUISHES, ANY GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM AND SERVICES PROVIDED WILL DETECT OR AVERT ANY INCIDENTS OR THEIR CONSEQUENCES.**

Washington Alarm, Inc.

ATTACHMENT A

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5. INSURANCE; WAIVER OF SUBROGATION.

SUBSCRIBER AGREES THAT WAI IS NOT AN INSURER AND THAT WAI IS NOT PROVIDING SUBSCRIBER WITH INSURANCE OF ANY TYPE. THE AMOUNTS WAI CHARGES SUBSCRIBER ARE BASED SOLELY UPON THE VALUE OF THE SYSTEM AND SERVICES WAI PROVIDES AND UPON THE LIMITED LIABILITY WAI ASSUMES UNDER THIS AGREEMENT. IF SUBSCRIBER WANTS INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT THE PREMISES, SUBSCRIBER WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, SUBSCRIBER WILL LOOK EXCLUSIVELY TO SUBSCRIBER'S INSURANCE AND NOT TO WAI TO COMPENSATE SUBSCRIBER. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST WAI ARISING AS A RESULT OF ANY LOSS, DAMAGE OR INJURY.

6. NO GUARANTEE; NO LIABILITY.

WAI DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE CIRCUMVENTED OR COMPROMISED, OR THAT THE SYSTEM AND SERVICES HEREUNDER DESCRIBED WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH THEY ARE DESIGNED, OR PROTECT ANY PERSON OR PROPERTY FROM ANY OCCURRENCE, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. WAI DOES NOT ASSUME ANY RISK OF LOSS TO SUBSCRIBER OR THE PREMISES; ALL SUCH RISKS ARE INSTEAD SOLELY BORNE BY SUBSCRIBER. SUBSCRIBER HEREBY WAIVES, DISCHARGES AND PROMISES NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST WAI FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE SYSTEM OR SERVICES PROVIDED BY WAI.

7. EXCLUSIVE REMEDY, WAIVER OF JURY, NO CLASS ACTIONS.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, WAI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OR RELATED TO BREACH OF AGREEMENT OR WARRANTY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE SUM OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) OR TWELVE (12) TIMES THE MONTHLY FEE SET FORTH IN THE PROPOSAL, WHICHEVER IS LESS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND THIS SUM SHALL BE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE LEGAL THEORY THAT FORMS THE BASIS FOR THE CLAIMS. SUCH SUM SHALL BE COMPLETE AND EXCLUSIVE, NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, AND IN NO EVENT SHALL WAI BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER WAI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. SUBSCRIBER SHALL NOT FILE SUIT AGAINST WAI MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE INCIDENT UPON WHICH THE CLAIM IS BASED OR IF APPLICABLE LAW REQUIRES ANY LONGER PERIOD, THEN THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW. SUBSCRIBER HEREBY WAIVES ANY RIGHTS TO A JURY TRIAL IN ANY ACTION WHICH RELATES IN ANY WAY TO THE RELATIONSHIP WITH WAI, WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE. BOTH PARTIES FURTHER AGREE THAT EACH MAY ASSERT CLAIMS AGAINST THE OTHER ONLY IN HIS/HER/ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

8. INDEMNIFICATION. Subscriber hereby releases, waives, discharges, and agrees to defend, indemnify and hold WAI and its employees, agents, affiliates, officers, and directors harmless from all claims, allegations, demands, damages, causes of action, fines, costs, expenses, injunctions and liabilities (collectively "Claims") and all reasonable expenses incurred in investigating and defending against Claims (including reasonable attorneys' fees) arising out of or related to (or alleged to have arisen out of or be related to) this Agreement or the System or services provided or to be provided by WAI hereunder, based on all theories of liability including without limitation, subrogation, contribution, comparative or contributory negligence, strict liability, product liability or any other theory. Following notice of a Claim from WAI, Subscriber shall defend all Claims at Subscriber's sole cost and expense. Subscriber's indemnity obligation shall survive the termination of this Agreement as to any act or omission alleged to have occurred during the term of this Agreement. This provision shall not apply to any loss or damage which occur while an employee of WAI is on the Premises and directly and solely caused by the gross negligence of said employee, or to loss or damage arising out of the gross negligence of WAI in connection with the installation of the System.

9. SYSTEM REQUIREMENTS. Any System not installed by or on behalf of WAI must be in good working condition. The System must communicate to the WAI monitoring facility ("Center") using at least one of the following communication types: Internet Protocol (IP), Cellular (cell) or telephone line. Notice(s) for remote access requests must be delivered to WAI in writing (electronic or standard mail) no sooner than one (1) business day prior to the time the request is to be completed.

10. SIGNAL TRANSMISSION. Means to transmit alarm signals to the Center shall conform to the requirements of applicable codes and the local authority having jurisdiction. Subscriber shall bear all costs associated with the means (telephone, internet, etc.) of transmitted signals to the Center. WAI makes no representations or warranties regarding, and shall bear no liability based on, how fast a signal will be received at the Center.

11. FALSE ALARMS. In the event WAI determines in its sole discretion that an excessive number of false alarms are caused by Subscriber's failure to perform its obligations under this Agreement, carelessness, malicious action or accidental use of the System or in the event Subscriber in any manner misuses or abuses the System as determined by WAI in its sole discretion, Subscriber shall be in material breach of this Agreement. In the event a fine, penalty or fee is assessed against WAI by any governmental or municipal agency or WAI makes any service call as a result of any signal originating from the Premises and activated intentionally, accidentally or negligently by Subscriber or its agents, invitees, or licensees, Subscriber shall pay the fine and pay WAI its customary charge for each such call. Subscriber represents it fully understands that the System, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of WAI and which may cause the System to activate, and no such influences on the System shall excuse any of the obligations of Subscriber or limit any of the remedies of WAI. Without limiting the generality of the foregoing or the exercise of WAI's discretion, six false alarms in any twelve-month period shall be conclusively considered excessive for purposes of this Section 12.

12. VIDEO SYSTEM. If the System collects or transmits video images or oral communications at or from the Premises, then Subscriber shall: (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) inform all persons on the Premises that they may be monitored by video or audio recording, as applicable; (iii) not use or permit the use of video recording equipment to be installed where any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video

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system; (v) use the video system for security surveillance and/or management services only; (vi) not use the video system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video system. Subscriber understands and agrees that (i) a video system may enable WAI to record, store and review images of the interior of the Premises and the area outside of the Premises, and (ii) video systems with audio capability may enable WAI to record, store and review oral communications from in and outside of the Premises. Subscriber hereby agrees, authorizes and consents to WAI recording, storing and reviewing video images and oral communications transmitted from the video system at the Premises.

13. ELEVATORS. To the extent provided in the Proposal, WAI will respond to distress calls from the elevators designated by Subscriber. Subscriber will program the telephone feature of each elevator to call the dial-in telephone number designated by WAI, which telephone services terminates in the Center. Upon receipt of the distress call from a specific elevator location, WAI's sole obligation will be to attempt to contact, by telephone, the first available person on the contact list provided to WAI by Subscriber and advise such person of the receipt of the distress call. WAI does not have any elevator repair, service or personal response obligations under this Agreement. If based upon the information received in the distress call, WAI reasonably believes that an emergency condition exists, it may elect to notify the local fire department of the situation. Subscriber acknowledges that the telephone services used to call WAI's facility from the elevators is provided by a local telephone carrier and is beyond the control of WAI. Phone service and programming of elevators will not be provided by WAI. WAI can assist in shunt trip testing and testing of smoke detectors at the top of the elevator shaft on a time and material basis, at the request of the Subscriber. Electricians will be needed for the shunt trip. Subscriber is solely responsible for contacting and coordinating with its elevator provider and/or preferred electrician to assist in this testing. All parties must be onsite at the same time in order to perform testing. Shunt trip testing and testing devices at the top of the elevator shaft are not included in this Agreement unless otherwise expressly stated in the Proposal.

14. INFORMATION; PRIVACY; CONTACT. Subscriber understands and agrees that in conjunction with employee training, quality control and the provision of services, WAI may monitor and/or electronically record video and audio related to monitored activity at Subscriber's location, as well as conversations with Subscriber, emergency services providers, and law enforcement personnel. Further, Subscriber understands that privacy cannot be guaranteed on telephone, cable and computer systems, and WAI shall not be liable to Subscriber for any claims, loss, damages or costs which may result from a privacy breach. Subscriber consents to WAI (i) using information about Subscriber and Subscriber's location (collectively, "information") to administer services, offer new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) providing information, including emergency information, to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using for statistical, analytical, and marketing purposes, and sharing aggregate customer information and statistics that do not include information that identifies Subscriber personally. Subscriber agrees that WAI may contact Subscriber by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services WAI provides under this Agreement.

15. FORCE MAJEURE. WAI assumes no liability for delay or interruption of alarm monitoring and/or service due to strikes, riots, floods, storms, earthquakes, fires, power failures, acts of Subscriber, interruption or unavailability of telephone service, acts of God, or any other cause beyond the control of WAI and will not be required to supply monitoring and/or repair service to Subscriber while interruption of service due to any such cause may continue.

16. ATTORNEY'S FEES. In the event that WAI institutes legal proceedings to enforce any right under this Agreement, Subscriber agrees to pay all reasonable attorney's fees and court costs incurred by WAI in such action, including any fees incurred in bankruptcy, or involving procedures or issues unique to bankruptcy laws or courts, and on appeal.

17. CHOICE OF LAW AND VENUE. Any dispute arising out of or relation to this Agreement or the relationship of the parties shall be governed by and construed according to the laws of the State of Washington without reference to its conflicts of law rules. For purposes of any suit, action, claim or other legal proceeding arising out of or from, in connection with or relating this Agreement, the Subscriber irrevocably consents and submits to the exclusive jurisdiction and venue in the state and federal courts located in King County, Washington.

18. ASSIGNMENT. Subscriber acknowledges and agrees that WAI may assign this Agreement to any person, or entity, including another alarm company or financial institution, and further, may subcontract any of the work to be performed pursuant to this Agreement. Subscriber may not assign or delegate Subscriber's obligations under this Agreement without WAI's written consent. Subscriber's sale of the Premises shall not affect Subscriber's obligations under this Agreement.

19. INTEGRATION; MODIFICATION; ALTERATIONS; WAIVER. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of either party, including any inconsistent term in any purchase order issued by Subscriber. There are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. This Agreement can only be modified by a writing signed by the parties. No waiver of a breach of any term or condition of this Agreement shall be effective unless in writing, nor shall any waiver be construed as a waiver of any succeeding breach.

20. SERVICE AGREEMENT: Systems with Service Agreements cover the billable labor, during normal hours of operation, for service calls. Equipment installed, serviced, inspected or modified by a company other than Washington Alarm is not covered. If the System and/or devices are obsolete or are no longer supported by the manufacturer, this would be considered outside the Service Agreement coverage, and the labor to replace/upgrade would be added at the time of billing. Equipment with signs of damage, vandalism, and/or neglect are not covered. Equipment used will be billed on a time and material basis if not otherwise specified in Washington Alarm's Agreement.

The Service Agreement pricing is based on the assumption that all devices are working according to AHJ and manufacturers recommendations. Both parties may require negotiations of the contracted Service Agreement rate, if the volume of service calls increase by fifty percent (50%) or more, per site, from the prior fiscal year-end. Renegotiated rates shall be requested in writing and must be mutually agreed upon by all parties, formalizing through a signed Contract amendment. If the Parties are unable to satisfactorily negotiate such new rate within thirty (30) days of such written notice, the Service Agreement rate shall be terminated.

21. ELECTRONIC SIGNATURE; ORIGINAL DOCUMENT STORAGE AND USE. Subscriber and WAI agree that copies of this Agreement and all exhibits hereto that contain digital signatures, or manual signatures transmitted by electronic mail, or facsimile (including counterparts) shall have the same force and effect as the physical copy of the signed Agreement and Subscriber hereby waives any claims or arguments contesting the same. Subscriber agrees that WAI may save and store this Agreement, all exhibits hereto, and all other agreements by and between Subscriber and WAI in

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an electronic media and all such agreements and other documents shall be deemed to be, and may be used by WAI as originals and shall be given the same force and effect as the paper-form originals and Subscriber hereby waives any claims or arguments contesting the same.

2030 Airport Way S
Seattle, WA 98134
Phone: (206) 328-3288

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1420 King Street
Bellingham, WA 98229
Phone: (360) 733-1330

Contract Entry Checklist (City of Kirkland Use Only)



Submitted on	13 October 2025, 8:02AM
Receipt number	681
Related form version	26

BASIC INFORMATION

Department Code	02 - CITY MANAGER
-----------------	-------------------

Department Contract Leads: Justine Mason.

Is this a New Contract or an Amendment/Change Order?	New Contract
--	--------------

Title for New Contract or Amendment/Change Order (Contract Name)	Alarm Monitoring
--	------------------

Contract/Amendment Type	PSA - Professional Service Agreement
-------------------------	--------------------------------------

Additional Information about this Contract/Amendment for Workflow Approvers	New contract with proprietary vendor for alarm monitoring, continued service
---	--

Email Address of User Completing this Form	jmason@kirklandwa.gov
--	-----------------------

Supervisor/Manager/Director that Approved this Contract or Amendment	Lee Ann Skipton
--	-----------------

Does this Contract/Amendment Include Computer Hardware/Software/SaaS Solution?	No
--	----

Is this a Standard/Template Contract or Amendment/Change Order?	Yes
---	-----

Did you discuss this Contract or Amendment with CAO? Explain.	No review is required if it is a standard/template contract.
---	--

Notary Required?	No
------------------	----

City Staff Project Manager/Administrator	
--	--

Effective Start Date (date contract goes into effect)	10/01/2025
---	------------

Expected Completion Date (date contract expires)	10/01/2028
--	------------

VENDOR INFORMATION

If you are using an existing vendor or new vendor, you must request they provide a Certificate of Insurance and Insurance Endorsements listing the **City of Kirkland** as an additional insured and the project name. [Sample: Certificate of Insurance](#) [Sample: Insurance Endorsements](#)

Is this a New Vendor? (never worked for the City before)	No
Vendor Number in Munis	1949
Vendor Company Name	Washington Alarm Inc
Vendor Contact Name	Bethany Burton
Vendor Contact Phone Number	(206) 436-5346
Vendor Signatory Full Name	Shannon Woodman
Vendor Signatory Title	CEO
Vendor Signatory Phone Number	
Vendor Signatory Email	swoodman@washingtonalarm.com
Vendor Invoice Remittance Address	2030 Airport Way S, Seattle, WA 98134
Is Vendor an OMWBE Firm? (Certified by the Office of Minority and Women's Business Enterprises)	N/A or Unknown
Was an OMWBE firm invited to compete for this procurement?	No
Please explain why an OMWBE firm was not invited to compete.	Sole source
How many firms were invited to compete for this procurement?	1

CONTRACT FINANCIAL INFORMATION

Is there Budget for this Contract/Amendment? Is a Budget Adjustment needed? Please explain.	Continued service
---	-------------------

Amount Detail

Item 1	Budget Year 2025
	Parent Project Number (if applicable)
	Project String/Project Account (if applicable)
	Org Number

Object Number (Required if IT Software or Hardware is included)	
Amount 97,867.80	
Tax Percent 0	
Item Total Amount \$97,867.80	
This Contract Total	\$97,867.80
Procurement Process	Sole Source (requires approval by F&A Director and CMO)
Notes	

REQUIRED DOCUMENTS

Documents or Tasks Required to Route the Contract/Amendment:

- * Contract/Amendment Documents including Attachments and Exhibits
- * If Hardware or Software: IT Vendor Network Access Agreement; IT Non-Disclosure Agreement; and/or IT Cloud Vendor Security Agreement (as determined by IT)
- * Certificate of Liability Insurance listing the City of Kirkland as an additional insured and the project name
- * Insurance Endorsements listing City of Kirkland as additional insured and the project name
- * W9 or DRS (individuals) form if using a new vendor
- * Business License must be approved before entering into Munis.
- * Contract selection documents (RFP/RFQ, Small Works Roster, etc.)

Upload all Documents:

32500401_WA Alarm_PSA.pdf
COI - City of Kirkland.pdf

CONTRACT APPROVALS AND SIGNATURES

This is a New Contract.

New Contract Total: \$97,867.80

Munis Approvals

- **City Attorney Approval** for Contracts over \$0.01
- **Finance Director Approval** if $\geq \$75,000$.

AdobeSign Approvals and Signatures

- **Vendor Signature** for All Contracts.
- **Department Director Approval only** for $\geq \$75,000$
- **City Manager Signature** for $\geq \$75,000$

Once you submit this form, a copy will be emailed to your department Contract Lead who will enter the contract into Munis for approval routing. A copy will also be emailed to you. A success message will pop up and you can click the link to download a copy of this form to keep for your records.

32500401_WA Alarm_PSA_2025

Final Audit Report

2025-10-31

Created:	2025-10-22
By:	Justine Mason (jmason@kirklandwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfNc9O545Zri9lmesfWAO3KjubBkwDams

"32500401_WA Alarm_PSA_2025" History

-  Document created by Justine Mason (jmason@kirklandwa.gov)
2025-10-22 - 5:49:55 PM GMT- IP address: 76.191.73.2
-  Document emailed to Shannon Woodman (swoodman@washingtonalarm.com) for signature
2025-10-22 - 5:51:56 PM GMT
-  Email viewed by Shannon Woodman (swoodman@washingtonalarm.com)
2025-10-22 - 11:02:35 PM GMT- IP address: 146.75.136.1
-  Email viewed by Shannon Woodman (swoodman@washingtonalarm.com)
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2025-10-29 - 6:13:24 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Shannon Woodman (swoodman@washingtonalarm.com)
Signature Date: 2025-10-29 - 6:14:12 PM GMT - Time Source: server- IP address: 198.233.110.178
-  Document emailed to Justine Mason (jmason@kirklandwa.gov) for approval
2025-10-29 - 6:14:16 PM GMT
-  Document approved by Justine Mason (jmason@kirklandwa.gov)
Approval Date: 2025-10-29 - 6:18:02 PM GMT - Time Source: server- IP address: 76.191.73.2
-  Document emailed to Julie Underwood (junderwood@kirklandwa.gov) for signature
2025-10-29 - 6:18:04 PM GMT
-  Email viewed by Julie Underwood (junderwood@kirklandwa.gov)
2025-10-31 - 9:33:30 PM GMT- IP address: 76.191.73.2
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Signature Date: 2025-10-31 - 9:53:18 PM GMT - Time Source: server- IP address: 76.191.73.2

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 Agreement completed.

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