### **RESOLUTION NO. 08-544**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE PROTECTIVE SERVICE AGREEMENTS WITH BRINKS SECURITY

WHEREAS, the City of Black Diamond has determined the need to have alarm systems and monitoring services at the Court, Police Station, Community Development and Utilities Department along with the new City Hall building; and

**WHEREAS**, Brinks Security is willing and able to set up and install the security and monitoring systems and the City has used this same contractor and has been satisfied with their work;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

<u>Section 1.</u> The Mayor is authorized to execute the Protective Service Agreement's for the Court, Police, Community Development and City Hall buildings for a combined total of \$177.46 plus tax per month and a one time installation cost of \$534.24, as contained in forms attached hereto as Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING, THIS 2<sup>ND</sup> DAY OF OCTOBER, 2008.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Streepy, City Clerk

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## PROTECTIVE SERVICE

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PAGE 83/83
POLICE EXHIBITO



# PROTECTIVE SERVICE AGREEMENT

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LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY	OF THIS AGREEMENT (INCLUDING THE DOCUMENTS CH COPY WAS ALSO SIGNED BY BRINK'S. YOU FURTHER
ACKNOWLEDGE THAT YOU UNDERSTAND SECTION 7.	WHICH LIMITS BRINK'S CABILITY AND THAT, YOU MAY
INCREASE BRINK'S LIMITATION OF LIABILITY BY PAYIN	IG AN ADDITIONAL CHARGE TO BRINK'S.
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# PROTECTIVE SERVICE AGREEMENT

Printed Name:

C11-LIBRARY Exhibit D

(please print name, city, state)

AGREEMENT (Business Premises)	
(= sentess i reimoss)	
This Agreement is made between Brink's Business Socueity and the	Customer Number
This Agreement is made between Brink's Business Security, a division shown above, and	sion of Brink's Home Security, Inc. ("Brink's") whose address is
(You" or "Customer")	
	Name (Please Print)
Billing address if different from installation address:	
Streel & Number City Con	unty State Zin Code
	Zip Code
Phone Service Provider:	Name of Service:
Section 1. SERVICE:  (a) Brink's will provide you with the service (the "Service") covered by this Protective Service Agreement.  (b) Your Installation Work Order lists items of standard protective equipment ("Standard Protective Equipment") that Brink's is furnishing to you under this	that the Protective Equipment is generating excessive false alarms.  Section 4. CUSTOMER EMERGENCY INFORMATION SCHEDULE:  (a) You are furnishing to Brink's and you will keep current a Customer Emergence Information Schedule on the form you have received from Brink's. If you wis
Agreement. If you have agreed to have Brink's install additional Protective Equipment ("Additional Protective Equipment"), it is also listed in the Installation Work Order. As used in this Agreement, the term "Protective Equipment" means the Standard Protective Equipment and the Additional Protective Equipment	to make a change in your Customer Emergency Information Schedule, pleas call 1-800-874-1179.  (b) Brink's has no obligation to telephone any emergency agency or person other than the agency or person named in your most recent Customer Emergency information Schedule furnished to Brink's. YOU UNDERSTAND THAT BRINK's PORT NOTE TO THE PROPERTY OF THE P
(c) The Service is subject to all the terms and conditions of your entire agreement (please see Section 12(a) for a list of what constitutes your entire agreement). As part of the Service, Brink's or one of its authorized contractors will install and make operational the Protective Equipment at the address listed in the installation Work Order, When Brink's receives a signal indicating activation of the Protective Equipment (excluding CCTV products) at your installation	DOES NOT REPRESENT OR PROMISE THAT ANYONE TELEPHONED B IT WILL RESPOND TO THE CALL. YOU ALSO UNDERSTAND THA BRINK'S DOES NOT MONITOR ANY CCTV PRODUCTS OR ACCES CONTROL SYSTEMS AND THAT THE PROCEDURES SET FORTH IN TH CUSTOMER EMERGENCY INFORMATION SCHEDULE DO NOT APPLY TO ANY CCTV PRODUCTS OR ACCESS CONTROL SYSTEMS INSTALLED B
address. Brink's will observe the procedures described in your Customer Emergency Information Schedule.	BHINK S AT YOUR LOCATION.
Section 2. FEES:  (a) You agree to pay Brink's the connection fee shown in the Installation Work Order for the Protective Equipment.	Section 5. OWNERSHIP AND USE OF PROTECTIVE EQUIPMENT:  (a) UNLESS YOU HAVE PAID AN ADDITIONAL FEE TO PURCHASE TH PROTECTIVE EQUIPMENT, YOU AGREE THAT BRINK'S IS THE OWNER O THE PROTECTIVE EQUIPMENT AT ALL TIMES. You agree that this Agreement is not a lease. You will not attempt to remove or sell any of the
(b) During the initial term of this Agreement, you will pay Brink's the following recurring fees:	Protective Equipment owned by Brink's, You agree that installation of the Protective Equipment does not create a fixture to your premises.
Monthly Monitoring Fee:	(b) You may pay an additional charge at the time of installation to purchase the Protective Equipment, which will be separately itemized on the Installation Worder.
You agree to pay this additional monthly lee for smonitoring of (list equipment)	(c) You will provide a communication service capable of transmitting signals from the Protective Equipment, pest free space, adequate light and power for installation.
You agree to pay this additional monthly fee for \$	and operation of the Protective Equipment. You will follow all of Brink's instruc- tions regarding repair and use of the Protective Equipment, and you will not allow alteration of the Protective Equipment except in a manner approved in writing b Brink's.
You agree to pay this additional monthly lee for selection of Extended Service Plan Coverage described in Section 6(b) below. (required for wireless and Primary Digital Radio service)	(d) You are responsible for complying with any local or other governments ordinances or laws which may require any user of the Protective Equipment I obtain a license or permit. You also agree to pay Brink's for any fees Brink's i required to pay under laws in order to install or monitor the Protectiv Equipment in your location.
Total Monthly Fee (excluding tax): \$1/7.49	(e) You undersland that local governments may impose fines, or charges for an lalse alarm, YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR AN FALSE ALARM GIVEN BY THE PROTECTIVE EQUIPMENT. You will pay an
(c) You agree to pay the Total Monthly Fee by check, money order, or EasyPay.  If you prefer to pay other than on a quarterly basis, please indicate your choice;	laise alarm charges and fees associated with reporting alarm signals, whethe billed to you or Brink's.  (f) If Brink's reasonably determines that the Protective Equipment is generating a
one year Huee years	excessive number of false alarms or signals which may adversely affect Brink monitoring facilities. Brink's may require you to pay a reasonable surcharge fe
(d) You will pay any and all applicable sales, use, service, property or other taxes in connection with Service, including the installation and monitoring of the Protective Equipment, and your purchase of Protective Equipment, if applicable.	for processing false alarms or signals or Brink's may terminate this Agreemen (g) You unclerstand that any emergency agency named in your Customer Emergency Information Schedule may suspend response due to false alarms or due to you contravention of any laws. YOU AGREE TO ASSUME ALL RESPONSIBILIT
Section 3. INITIAL THREE-YEAR TERM AND RENEWAL TERMS:  (a) You will take and pay for the Service during an initial term of three years	FOR ANY SUCH SUSPENSION OF RESPONSE. You agree that any suc suspension of response will not relieve you from payment of any lees required by this Agreement.
commencing from the date Brink's makes the Protective Equipment operational, (This obligation continues whether or not you remain the occupant of the	(h) COMMUNICATION OF SIGNALS: You acknowledge that signals from the Protective Equipment will be transmitted to the Brink's monitoring center over the
installation address.) Thereafter, this Agreement will automatically continue for successive one-year renewal terms unless you or Brink's give written notice of cancellation to the other at least 30 days before the initial or renewal term ends	telecommunication service that you provide. The Protective Equipment will no operate with all communication services. Brink's will test compatibility at the time of the services are the services.
In New York, the renewal period is one month rather than one year.  (b) If the renewal fee is more than the initial or renewal fee you have been paying.	installation and will notify you if changes are required. YOU AGREE TO ASSUR THAT THE COMMUNICATION SERVICE HAS BACKUP POWER, INTER RUPTION OF THE COMMUNICATIONS SERVICE (INCLUDING POWER LOS
Brink's will notify you of the new renewal fee at least 45 days before the initial or renewal term ends. If your renewal fee reflects any increase over whatever	TO THE COMMUNICATION SERVICE) WILL PREVENT SIGNAL TRANS MISSION, YOU UNDERSTAND THAT CHANGING YOUR COMMUNICATION
fee you were most recently paying, you have the right to terminate this Agreement as provided in Section 3(a) above.  (c) By notice to you, Brink's may terminate this Agreement if Brink's determines	SERVICE CAN PREVENT ALARM SIGNAL TRANSMISSION. YOU AGREE TO IMMEDIATELY NOTIFY BRINK'S OF ANY CHANGE IN YOUR COMMUN
THIS AGREEMENT CONSISTS OF SECTIONS 1 THROUGH: ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGRE LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY	EMENT YOU RECEIVED, READ AND UNDERSTOOD.
LISTED IN SECTION 12(a)] AND THAT UPON SIGNING SUC ACKNOWLEDGE THAT YOU UNDERSTAND SECTION 7 V INCREASE BRINK'S LIMITATION OF LIABILITY BY PAYING	H COPY WAS ALSO SIGNED BY BRINK'S. YOU FURTHE WHICH LIMITS BRINK'S LIABILITY AND THAT YOU MAG AN ADDITIONAL CHARGE TO BRINK'S.
CUSTOMER:	BRINK'S BUSINESS SECURITY a division of Brink's Home Security", Inc.
BV: JACOUS BOTT	ByAuthorized Representative Reg. No.
Printed Name: A. M. F. M	
Title: Valid for 17/16 Capallak	DATE:
Date:	If you were referred by an existing Brink's customer, please note the customer's name and phone number below:
GUARANTOR:	costonier a name and phone number delow.

Tion above, and	OMMUNITY		" * Pasi	XMULTIES -
City of That Diana (You" or "Customer")	19:45 Office Right		Trusp (	14 1/6/1
ing address if different from installation address:	iame (Please Plint)			/
		AL.	98010	
P.O. Box 599 Black DFAN Cou	<u>nonD, L</u>	ИП	Slate	Zip Code
A.V	,		-1-1-	<b></b>
none Service Provider: <u>UUEST</u>	Name of Ser	rvice:		
ection 1. SERVICE: a) Brink's will provide you with the service (the "Service") covered by this			YEAR TERM AND REN	EWAL TERMS: an initial term of three years
Protective Service Agreement. b) Your Installation Work Order lists items of standard protective equipment	commencing	g from the da	te Brink's makes the Pro	tective Equipment operational remain the occupant of the
("Standard Protective Equipment") that Brink's is furnishing to you under this	protected lo	cation.) The	reafter, this Agreement	will automatically continue for Brink's give written notice o
Agreement. If you have agreed to have Brink's install additional Protective Equipment ("Additional Protective Equipment"), it is also listed in the Installation	cancellation	to the other		ne initial or renewal term ends
Work Order. As used in this Agreement, the term "Protective Equipment" means the Standard Protective Equipment and the Additional Protective Equipment.	(b) If the renew	al fee is mor	e than the initial or renev	val fee you have been paying least 45 days before the initia
c) The Service is subject to all the terms and conditions of your entire agreement (please see Section 12(a) for a list of what constitutes your entire agreement).	or renewal t	term ends. If	your renewal fee reflect	is any increase over whatever e the right to terminate this
As part of the Service, Brink's or one of its authorized contractors will install and make operational the Protective Equipment at the location listed in the	Agreement	as provided	in Section 3(a) above.	
Installation Work Order. When Brink's receives a signal indicating activation of the Protective Equipment (excluding CCTV products) at your installation			s may terminate this Agoment is generating exce	reement if Brink's determine: ssive false alarms.
address, Brink's will observe the procedures described in your Customer Emergency Information Schedule.			TERGENCY INFORMAT	
•	Information	Schedule of	n the form you have rec	urrent a Customer Emergency elved from Brink's. If you wisl
Section 2. FEES: a) You agree to pay Brink's the connection fee shown in the Installation Work	to make a c call 1-800-8		ur Customer Emergency	Information Schedule, please
Order for the Protective Equipment.  b) During the initial term of this Agreement, you will pay Brink's the following	(b) Brink's has	no obligatio		gency agency or person other t recent Customer Emergenc
recurring fees:	Information	Schedule fu	mished to Brink's, YOU (	INDERSTAND THAT BRINK'S ANYONE TELEPHONED B
Monthly Monitoring Fee:	IT WILL F	RESPOND 7	TO THE CALL. YOU	ALSO UNDERSTAND THAT PRODUCTS AND THAT THE
You agree to pay this additional monthly fee for monitoring of (list equipment)	PROCEDU	JRES SET F	FORTH IN THE CUSTO	OMER EMERGENCY INFOR
(list equipment)			'S AT YOUR LOCATION	
You agree to pay this additional monthly fee for \$ wireless components.			ND USE OF PROTECT	
	PROTECT	IVE EQUIPM	IENT, YOU AGREE THA	L FEE TO PURCHASE TH T BRINK'S IS THE OWNER O
You agree to pay this additional monthly fee for sinflial selection of Extended Service Plan Coverage	Agreement	t is not a lea	ase. You will not attemp	TIMES. You agree that the to remove or sell any of the target and targe
described in Section 6(b) below. (required for wireless and	Protective I	Equipment d	oes not create a fixture to	agree that installation of the your premises.
Primary Digital Radio service)	(b) You may p Protective	pay an addit Equipment, v	ional charge at the time which will be separately it	of installation to purchase the emized on the Installation Wo
Total Monthly Fee (excluding tax):	Order.	rovide nest fr	ee space, adequate ligh	t and power for installation ar
(c) You agree to pay the Total Monthly Fee by check, money order, or EasyPay. If you prefer to pay other than on a monthly basis, please indicate your choice:	operation (	of the Protection	tive Equipment. You will e of the Protective Equipr	follow all of Brink's instruction nent, and you will not allow alte
quarterly one year three years	ation of th Brink's.	ne Protective	Equipment except in a	manner approved in writing t
(d) You will pay any and all applicable sales, use, service, property or other taxes	(d) You are r	responsible	for complying with any	local or other government of the Protective Equipment
in connection with Service, including the installation and monitoring of the Protective Equipment, and your purchase of Protective Equipment, if	obtain a liv	cense or ner	mit. You also agree to be	ay Brink's for any fees Brink's stall or monitor the Protection
applicable.			31 1233 117 01001 to 110	
EASYPAY AU	THORIZATION			
Section 2 (e) Brink's EasyPay: You hereby authorize withdrawals in the amount shown in Section 2(b) (plus applicable taxes) at the frequenc card account you have chosen:  Doption 1 - Checking Account Transfer Bank or Financial Institution Routing Number (Localed on bottom left of check)	y shown in Section 2	2(c), Paymen	lion chosen for direct debit) to ts will go to Brink's from	make recurring automatic det the following checking or cred
Account Number (located on bottom of check)				
Option 2 - Automatic Credit Card ChargeVisaMasterCard Credit	Card Number		<u></u>	
Expiration Date - MM DDYY	<i>,-</i>			
a transfer with the second day and amount of recurring withdrawals. You till	nderstand that, at an	y time, you r	nay change your EasyPa	ay account selection or termin
EasyPay by calling Brink's at 1-800-874-1179 at least twenty (20) days in advance completion of a new EasyPay form. Termination of EasyPay will not affect the oth	of your next scheaus	ea collection	oate, Changing an ⊏asy	Pay account selection will requ
completion of a new EasyPay form. Termination of EasyPay will not affect the own				
Customer Signature:(signature required for enrollment)	Printed Nam	ie:		
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THIS AGREEMENT CONSISTS OF SECTIONS 1 THROUGH ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGE LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY OF IN SECTION 12(a)] AND THAT UPON SIGNING SUCH ACKNOWLEDGE THAT YOU UNDERSTAND SECTION 7 INCREASE BRINK'S LIMITATION OF LIABILITY BY PAYING	F THE AGREE COPY WAS WHICH LIMI NG AN ADDIT	EMENT (I ALSO S ITS BRIN IONAL C	NCLUDING THE IGNED BY BRII IK'S LIABILITY CHARGE TO BRI	DOCUMENTS LIST NK'S. YOU FURTH AND THAT YOU N
CUSTOMER:	a division	of Brink's Ho	ome Security*, Inc.	<b>`</b>
By Board Y Harris Steller	SOUTH	ji na ji	4	<i>'</i>
By: Street Name: and Report of Street Name: and		Au	thorized Répresenta	tive Reg. N
Printed Name: Street	DATE:	17	-4-0	7
Title:	· <del>-</del>			
Date:	if you we	re referred b	y an existing Brink's cus	stomer, please note the
	customer	's name and	phone number below:	
GUARANTOR:	Referred	d by		
Printed Name:			(please print name, o	ity, state)
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DATE:	1000110			

DATE: \_