# 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 


#### Abstract

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:

Section 1. 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 $2^{\text {ND }}$ DAY OF OCTOBER, 2008.


Attest:


INSTALLATION WORK ORDER
illilirinks. BUSINESS SECURITY a division of Broncos Home Security, inc.
"TCFUEE": ONLY :


Date Scheduled: $\qquad$ ח. AM $\square \mathrm{PM} \quad \mathrm{SYSTEMTYF:}$ $\qquad$
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$\square$ Miove/sto $\qquad$ Move (Previous Address) $\qquad$ --

ExistingNew Construction
Square Fe日t_zis? Basement: $\square$ Finished 4 - Crawl SpaceHard dock who attic ceiling
Ceiling Height: $\qquad$
Flooring:
[1 Tile/-lardwood $\qquad$ No Carpet Full CarpetPartial Carpet

Stories: $\qquad$
Comments: $\qquad$ - $\qquad$
$\qquad$ Brink's' Home Security' is providing the Protective Equipment to you subject to the terms and conditions of your Profecilve Service Agreement including Sections 6 through 8. You acknowledge that Brink's' has explained the luff range of Brinks' equipment avaliable and you have selected the equipment listed below.


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## BRINKS.

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THIS AGREEMENT CONSISTS OF SECTIONS I THROUGH $14^{\prime}$ APPEARING ON THE FRONT AND REVERSE SIDE. YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT YOU RECENED; READ AND UNDERSTOOD-A LEGIBLE, EXACT AND COMPLETELY FLLEDDIN COPY OF THIS AGREEMENT INCLIJOING THE DOCUMENTS: LISTED IN SECTION. 12(a)] AND THAT UPON SIGNING SUCH COPY WAS ALSO SIGNED GY BRINK'S. YOU FUTTHER ACKNOWLEDGE THAT YOU UNDERSTAND SECTION 7 WHICH LMMTS BANK'S LLABILIY AND THAT. KOLI MAY INCREASE BRINK'S LIMITATION QF LIABILTTY BY PAYING AN ADDITONAL CHARGE TO BRINK'S.


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DATE $\qquad$

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This Agreement is made between Brink's Business Security, a division of Brink's Home Security, Inc. ("Brink's") whose address is shown above, and
(You" or "Customer") Name (Please Print)
Billing address if different from installation address:
$\frac{A}{\text { Streel \& Number }}$
Phone Service Provider:
Name of Service:

Section 1. SERVICE:
(a) Brink's will provirie you wilh the service (the "Service") covered by this Proleclive Service Agreement
(b) Your insiallation Work Order lists items of slandard prolective equipment ("Slandard Protective Equipment") that Brink's is furnishing to you under this Agreement. If you have agreed to have Brink's inslall addilional Prolective Equipment ("Additional Prolective Equipment"), it is also listed in the Instailation Work Order. As used in llis Agreement, the lerm "Protective Equipment" means The Standard Protective Eutipment and the Additionat Protective Equipment.
(c) The Service is subjed to all the terms and condilions of your entire agreement (phease see Secilon 12ta) for a list of what constifules your entire agreement). As par of the Service. Brink's or one of its authorized contraclors will install and make operalional the Protective Equioment at the address listed in the Installation Work Order', When Brink's receives a signal indicating aclivation of the Prolective Equipment (excluding CCTV products) at your inslallation address. Brink's will observe the procedures described in your Customer Energericy Intormation Schectule
Section 2. FEES:
(a) You agree to pay Brink's the conneclion fee shown in the Instailation Wark Order for the Proteclive Equipment.
(b) During the mitial lerm of this Agreement. you will pay Brinks the following recusting fees:

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iviliai-... You agree to pay this addilional monthly tee for monitoring of (m) . - wireless components.
$\qquad$ You adree in pay this atditional monthly lee for $\$ 4$ selection of Extended Service Plan Coverage described in Section s(b) below. (required for described in Section 6(b) below. (required for wireless and Primary Digital Radio service)
Total Monlhy Foe (exctuding lax):
(c) Youl agree to may the Total Monthly Fee by check, money orcler, or EasyPay. If you prefer to pay other than on a quaterly basis, please indicale your choice:

> one year
.-... Huee years
(d) You will pay any and all applicable sales, use. service, property or other taxes in connection with Service. holluding the instaliation and monitoring of the Prolective Equipment. and your purchase of Protective Equipment. if applicable.

Section 3. INITIAL THREE-YEAR TERM AND RENEWAL TERMS:
(a) You will take and pay lor the Service during an initial term of three years commencing from the date Btink's makes the Prolective Equipment operational. installation address.) Thereatter, this Agreement will automatically continue for successive one-year renewal tems unhess you or Brink's give writen notice of: \& cancellation to the other at least 30 clays before the initial or renewat term ends In New York, the renewal period is one month rather than one vear.
(b) It the renewal fee is more than the initial or renewal fee you have been paying. Brink's will notily you of the new renewal lee at leasl 45 days before the initial or renewai term encls. Il your renewal lee refiects any increase over whatever lee you were mosi recently paying. you have the right to terminale this Agreement as provided in Section 3(न) above.
(c) By notice to you. Brink's may lerminate Inis Agreement if Brink's determines
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 Emergency Informalion Schedule on the form you have received from Brink's. If you wish to make a change in your Customer Emergency Information Schedule, please call 1-800-874-1179.
(b) Brink's has no obligation to lelephone 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 DOES NOT HEPRESENT OR PROMISE THAT ANYONE TELEPHONED BY T WILL RESPOND TO THE CALL. YOU ALSO IJNDERSTAND THAT BRINK'S DOES NOT MONITOR ANY CCTV PRODUCTS OR ACCESS CONTROL SYSTEMS ANO THAT THE PROCEDURES SET FOATH IN THE CUSTOMER EMEAGENCY INFORMATION SCHEDULE DO NOT APPLY TO ANY CCTV PROOUCTS OR ACCESS CONTROL SYSTEMS INSTALLED BY
BRINK'S AT YOUR LOCATION BRINK'S AT YOUR IOCATION.
Section 5. OWNERSHIP AND USE OF PROTECTIVE EQUIPMENT:
(a) UNLESS YOU HAVE PAID AN ADDITIONAI FEE TO PUACHASE THE PROTECTIVE EQUIPMENT, YOU AGREE THAT BRINK'S IS THE OWNER OF THE PROTECTIVE EOUIPMENT AT ALLL TIMES. You agree that ihis Agreernent is not a lease. Yols will not attempt to remove or sell any of the Proterlive Equibment owned by Brink's. Yoll agree that inslallation of the Prolective Equipment does not creale a fixlure to your premises.
(b) You may pay an actditional charge at the time of installation to purchase the Protective Equipment, which will be separately ilemized on the Instatlation Work
Order. (c) You wil
(c) You will provide a communication service capable of transmitting signals from the Protective Equipment, pest Iree space. adequate light and power for instatation and operation of the Proteclive Equipment, You will follow all of Brink's instruc:hons regarding repar and Lise of the Protecive Equipment. and you will nol allow alleration
Brink's.
(d) You are responsibie for complying with any local or other governmental ordinarces or laws which may require any user of the Proteclive Equipmenl 10 obtain a license or permit You also acree to pay Prink lor any Eachent required to pay under laws in order to inslail or monitor line Protective Equipmen in your location.
(e) You tudersland that local governments may impose fines. or charges for any lalse alam, YOU AGREE TO ASSUME ALI RESPONSIBILITY FOR ANY FALSE ALARM GIVEN BY THE PROTECTIVE EOUIPMENT. Ynu wis pay any false alarm charges and fees associaled will reporting alarm signals, whether billed to you or Brink's.
(f) If Brink's reasonably deternines that the Prolective Eqtipment is generaling an excessive number of false alarms or signals which may adversely affeci Brink's monitoring lacilities. Brink's may requite you to pay a reasonable surcharge fee for processing talse alarms or signals or Brink's may terminate Inis Agreement.
(g) You uncierslancl that any emergency agency mamed in your Customer Emergency information Schedule may suspend response due to false alarns or due lo your coniravention of any laws. YOU AGREE TO ASSUME ALL RESPONSIBILITY FOR ANY SUCH SUSPENSION OF RESPONSE. YOU agree that any such suspension of response will not relieve you from payment of any lees requitect by this Agreement.
(h) COMMUNICATION OF SIGNAIS: You acknowlectge that signals from the Protective Equipment will be Iransmitled io the Brink's inonitoring center over the telecommunication senvice that you provide. The Protective Equipment will not operate with ail communication services. Brink's will test compalibility at the time of installation and will nolity you if changes are required. YOU AGREE TO ASSURE THAT THE COMMUNICATION SERVICE HAS BACKIJP POWER, INTER. RUPTION OF THE COMMUNICATIONS SERVICE IINCLUDING POWER LOSS TO THE COMMUNICATION SERVICE) WILL PREVENT SIGNAL T'RANSMISSION. YOU UNDERSTAND THAT CHANGING YOUA COMMUNICATION SERVICE CAN PAEVENT ALARM SIGNAL TRANSMISSION. YOU AGREE TO IMMEDATELY NOTIFY BRINKS OF ANY CHANGE IN YOUR COMMUNICATION SERVICE THE PROTECTIVE EOUIPMENT WLI NOT OPERATE

THIS AGREEMENT CONSISTS OF SECTIONS 1 THROUGH 14 APPEARING ON THE FRONT AND REVERSE SIDE. YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT YOU RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY OF THIS AGREEMENT [INCLUDING THE DOCUMENTS LISTED IN SECTION 12(a)] AND THAT UPON SIGNING SUCH COPY WAS ALSO SIGNED BY BRINK'S. YOU FURTHER ACKNOWLEDGE THAT YOU UNDERSTAND SECTION 7 WHICH LIMITS BRINK'S LIABILITY AND THAT YOU MAY INCREASE BRINK'S LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL CHARGE TO BRINK'S.


Printed Name: ._n

BRINK'S BUSINESS SECURITY
By $\qquad$
Authorized Representative
Reg. No.

DATE: $\qquad$

If you were referred by an existing Brink's customer, please note the customer's name and phone number below:

## GUARANTOR:

ing address if different from installation address:


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 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.
(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 location listed in the Installation Work Order. When Brink's receives a signal indicating activation of the Protective Equipment (excluding CCTV products) at your installation address. Brink's will observe the procedures described in your Customer Emergency information Schedule.
Section 2. FEES:
(a) You agree to pay Brink's the connection fee shown in the Installation Work Order for the Protective Equipment.
(b) During the initial term of this Agreement, you will pay Brink's the following , recurring fees:


Monthly Monitoring Fee:
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this additional monthly fee for
$\$<.5$ You agree to pay this additional monthly fee for selection of Extended Service Plan Coverage described in Section 6(b) below. (required for wireless and Primary Digital Radio service) Total Monthly Fee (excluding tax)
(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 __ quarterly
___ one year _ three years
(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, is applicable.

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 commencing from the date Brink's makes the Protective Equipment operational. (This obligation continues whether or not you remain the occupant of the protected location.) Thereafter, this Agreement will automatically continue for cancellation to the other at least 30 days before the initial or renewal term ends. cancellation to the other ai least so days before the initial or renewal ends 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 lee you have been paying Brink's will notify you of the new renewal fee at least 45 days before the initial neo were most it ouse over what Ae you were most rect terminate this
Agreotice to you Brink's may terminate this
By notice to you, Brink's may terminate this Agreement if Brink's determines 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 Emergency Information Schedule on the form you have received from Brink's. If you wish to make a change in your Customer Emergency Information Schedule, please 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 DOES NOT REPRESENT OR PROMISE THAT ANYONE TELEPHONED BY IT WILL RESPOND TO THE CALL. YOU ALSO UNDERSTAND THAT BRINK'S DOES NOT MONITOR ANY CCTV PRODUCTS AND THAT THE PROCEDURES SET FORTH IN THE CUSTOMER EMERGENCY INFOR MATION SCHEDULE DO NOT APPLY TO ANY CCTV PRODUCTS INSTALLED BY BRINKS AT YOUR LOCATION.

Section 5. OWNERSHIP AND USE OF PROTECTIVE EQUIPMENT:
(a) UNLESS YOU HAVE PAID AN ADDITIONAL FEE TO PURCHASE THE PROTECTIVE EQUIPMENT, YOU AGREE THAT BRINK'S IS THE OWNER OF 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 Protective Equipment owned by Brink's. You agree that installation of the Protective Equipment does not create a fixture to your premises.
(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 Work Order.
(c) You will provide pest free space, adequate light and power for installation and operation of the Protective Equipment. You will follow all of Brink's instructions 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 by Brink's.
(d) You are responsible for complying with any local or other governmental ordinances or laws which may require any user. of the Protective Equipment to obtain a license or permit. You also agree to pay Brink's for any fees Brink's is required to pay under laws in order to install or monitor the Protective

Section 2 (e) Brink's EasyPay: You hereby authorize (print name of financial institution chosen for direct debit to make recurring automatic debit Section 2 (e) Brink's EasyPay. Yo urals in the amount shown in Section 2(b) (plus applicable taxes) at the frequency shown in Section 2(c). Payments will go to Brink's from the following checking or credit card account you have chosen:

Option 1 - Checking Account Transfer
Bank or Financial institution Routing Number (Located on bottom left of check)
Account Number (located on bottom of check) __
O Option 2 - Automatic Credit Card Charge' __Visa'__MasterCard, Credit Card Number $\qquad$ $-$ Expiration Date - MM $\qquad$ DD $\qquad$ YY

Brink's will notify you of the exact day and amount of recurring withdrawals. You understand that, at any time, you may change your EasyPay account selection or terminate EasyPay by calling Brink's at 1-800-874-1179 at least twenty (20) days in advance of your next scheduled collection date. Changing an EasyPay account selection will require completion of a new EasyPay form. Termination of EasyPay will not affect the other provisions and terms of this Agreement.

Customer Signature:
Printed Name:
(signature required for enroximenti).
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THIS AGREEMENT CONSISTS OF SECTIONS 1 THROUGH 14 APPEARING ON THE FRONT AND REVERSE SIDE: YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT YOU RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY OF THE AGREEMENT [INCLUDING THE DOCUMENTS LISTED IN SECTION 12(a)] AND THAT UPON SIGNING SUCH COPY WAS ALSO SIGNED BY BRINK'S. YOU FURTHER ACKNOWLEDGE THAT YOU UNDERSTAND SECTION 7 WHICH LIMITS BRINKS LIABILITY AND THAT YOU MA KY INCREASE BRINK'S LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL CHARGE TO BRINK'S.


BRINK'S BUSINESS SECURITY
a'división of Brink's Home Security*, Inc.

Printed Name: $\qquad$
Referred by
$\qquad$

