

SHORT FORM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of SEPT., 2022, by and between MOHAVE COUNTY, hereinafter referred to as the COUNTY, and **Western Alarm Service, Inc., Lake Havasu City, AZ**, hereinafter referred to as the "Contractor"

- 1. SCOPE OF SERVICES:** This Contract is for services described in EXHIBIT "A", SCOPE OF SERVICES AND FEE SUMMARY. This Contract shall contain the entire agreement between Mohave County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 2. COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the fee schedule negotiated prior to contract execution, attached herein as, EXHIBIT "A", SCOPE OF SERVICES AND FEE SUMMARY and Contractor shall charge the County only in accordance with those same amounts. The cost of this contract for five years is expected to be \$19,165.00 + tax per EXHIBIT "A", SCOPE OF SERVICES AND FEE SUMMARY. This amount may only be exceeded if agreed to by both parties by formal amendment. At no point may this contract exceed \$49,999.99.

***** Contractor shall provide an itemized cost breakdown for the provided services.**

The County will pay the Provider following the submission of approved itemized invoice(s). No payment shall be issued prior to receipt of material or services. Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested. The County shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

The County will pay for the services described in EXHIBIT "A", SCOPE OF SERVICES AND FEE SUMMARY on a monthly basis by Procurement Card at no extra charge to the County.

- 3. DURATION, TERMINATION, AND RENEWAL:** This Agreement shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated by either party, for any reason, by giving thirty (30) days written notice thereof to the other party. The contractor agrees that the Mohave County shall have the right, at its sole option, to renew the contract for up to one (4) additional one-year periods, or portions thereof. The Contractor shall commence work only after receiving Notice to Proceed from an authorized County representative. The Contractor shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

The County reserves the right to immediately terminate, with or without cause, the whole or any part of this Agreement. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

The County may, by written notice to the Contractor, cancel this agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County.

4. SPECIAL TERMS AND CONDITIONS

A. INSURANCE PROVISIONS: Contractor and subcontractors must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below:

a. Commercial General Liability – Occurrence Form:

i. Policy must include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate:	\$2,000,000
Products – Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- ii. Policy must be endorsed to include Master Key coverage.
- iii. Policy must be endorsed to include coverage for "care-custody-control".
- iv. The policy must be endorsed to include the following additional insured language: "The County of Mohave must be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".
- v. Commercial General Liability Additional Insured Endorsement must be as broad as CG 20 10 11 85.
- vi. Policy must contain a waiver of subrogation endorsement, as required by this written Contract, in favor of the County of Mohave, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.
- vii. Contractor's subcontractors will be subject to the same minimum requirements identified above. Contractor must be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.
- viii. The policy shall be endorsed to include Assault and Battery coverage.
- ix. The policy shall be endorsed to include Use of Firearms coverage (if available).

b. Workers' Compensation and Employers' Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- i. Policy must contain a waiver of subrogation endorsement, as required by this written Contract, in favor of the County of Mohave and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.
- ii. This requirement will not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).
- iii. Contractor's subcontractors will be subject to the same minimum requirements identified in this section. Contractor must be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, Contractor must provide to the County, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Such notice must be mailed, e-mailed, hand-delivered or sent by facsimile transmission to (County of Mohave Department Representative's Name & Address).

3. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A- VIII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4. VERIFICATION OF COVERAGE: Contractor must furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates

- for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- a. All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
 - b. All certificates required by this Contract must have ‘Mohave County departments, agencies, officers, officials, agents, employees and volunteers’ and main County address as ‘Certificate Holder’ and be sent directly to (County Department Representative’s Name and Address). The County project/Contract number and project description must be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
5. **SUBCONTRACTORS:** Contractor’s certificate(s) must include all subcontractors as insureds under its policies or Contractor must be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum Insurance Requirements identified above. The County reserves the right to require, at any time throughout the life of this Contract, proof from the Contractor that its subcontractors have the required coverage.
6. **APPROVAL AND MODIFICATIONS:** The County Attorney, in consultation with County Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Any such modification or variation from the insurance requirements in this Contract will not require a formal Contract amendment, but may be made by administrative action.
- B. INDEMNIFICATION:** To the extent allowed by law, Contractor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, supervisors, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, supervisors, and employees for losses arising from the work performed by the Contractor for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

Approved Risk Management approved 09/19/2022

- C. PRICE ADJUSTMENT:** The County will review fully documented requests for price adjustments after any contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned.

Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will make sole determination whether the requested price increase or an alternate option, is in the best interest of the County. Any adjustment will be effective on the first day of the contract renewal or extension.

- D. PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

5. STANDARD TERMS AND CONDITIONS

- A. AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
- B. APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of Arizona.
- C. ASSIGNMENT OR DELEGATION:** No assignment of this Agreement or subcontract shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the advance written approval.
- D. CONFIDENTIALITY OF RECORDS:** The Provider shall establish and maintain procedures and controls that are acceptable to the Department and Arizona Department of Health Services for the purpose of assuring that no information contained in its records or obtained from the Department or from others in carrying out its functions under this Contract shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Contract.
- E. CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Provider.
- F. ENFORCEMENT, LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Provider must comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.

Provider shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Provider.

- G. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Provider or any other person except with the prior written permission of the County.
- H. FORCE MAJEURE:** Except for the payment of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include a late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing a delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

- I. GRATUITIES:** The County may, by written notice to the Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County amending. In the event this Contract is

canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.

- J. INDEPENDENT PROVIDER:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Provider is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Provider should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Provider including Workmen's Compensation coverage.

- K. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

- L. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).

- M. LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.

- N. MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17 a firm or individual is NOT permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.

- O. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.

- P. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

- Q. SEVERABILITY:** The provisions of this Contract are severable in the sole discretion of the County, to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

- R. SUBSEQUENT EMPLOYMENT:** This Agreement is subject to the provisions of A.R.S. Sec. 38-511.

- S. SCRUTINIZED BUSINESSES:** In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the Contractor hereby certifies that it does not have any scrutinized business operations in Sudan or Iran.

- T. VISITATION AND INSPECTION:** Provider agrees that the Department and any other appropriate agencies of the State or Federal Government, or any of their duly authorized representatives, shall have access to the Provider's facilities and the right to examine any books, documents, and records of the Provider, involving transactions related to the Contract and that such books, documents, and records shall not be disposed of except as provided herein.

- U. WAIVER:** The failure of either party of this Agreement to take action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

MOHAVE COUNTY
PROCUREMENT DEPARTMENT
700 W. Beale Street, 1st Floor East
P.O. Box 7000
Kingman, AZ 86402-7000

SERVICE AGREEMENT NO. 23SF19
Page 6 of 8
Phone: (928) 753-0752
Fax: (928) 753-0787
Procurement Officer: Selena Leon


OFFER AND ACCEPTANCE

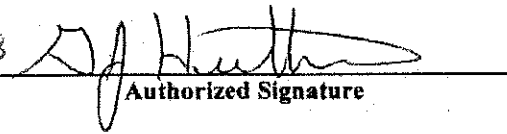
CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all bidders **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business.
No Yes _____ Name & Position _____ (include additional page(s) if necessary)

PROMPT PAYMENT DISCOUNT: As stated in the 2. *Compensation And Method Of Payment*, the price(s) quoted herein can be discounted by _____%, if payment is made within _____ days.

MOHAVE COUNTY:

PROVIDER:


Tara L. Acton, CPPB
As Procurement Director and not personally


Authorized Signature

FOR: Western Alarm Service, Inc.

Byron Steward, Risk Mgmt. Director
County Representative
(928) 757-0930 Ext. 4605
Telephone
StewaB@mohave.gov
E-mail Address

2029 W. Acoma Blvd. Ste. E
Address
Lake Havasu City, AZ 86403
City/State/Zip
928-855-5608
Telephone
billing@westernalarmservice.com
E-mail Address

EXHIBIT “A” - SCOPE OF SERVICES AND FEE SUMMARY

ALARM MONITORING SERVICES

Monitor or cause to be monitored, Alarm Systems at the following Mohave County locations:

<u>LOCATION</u>	<u>ANNUAL COST</u>
1. Development Services Building #106 – Panic – 3250 E. Kino Dr.	\$240.00 + tax
2. Old Jail Annex Building #229 –Security – 770 W. Beale St.	\$264.00 + tax
3. Old Jail Annex Building #229 –Fire – 770 W. Beale St.	\$300.00 + tax
4. Mohave County Annex LHC #401 – Fire – 2001 College Dr.	\$300.00 + tax
5. Mohave County Annex LHC #401 – Panic 1 – 2001 College Dr.	\$300.00 + tax
6. Mohave County Annex LHC #401 – Panic 2 – 2001 College Dr.	\$264.00 + tax
7. Golden Valley Improvement District #501–Security	\$264.00 + tax
8. Bullhead City Annex District 2 Supervisors Office #300–Security	\$264.00 + tax
9. Kingman Branch Library #501- Fire – 3269 N. Burbank Street	\$275.00 + tax
10. Kingman Library Admin. Bldg. #300 – Fire – 3279 N. Burbank Street	\$242.00 + tax
11. Lake Havasu Branch Library #410 – Fire – 1770 N. McCulloch Blvd.	\$220.00 + tax
12. Bullhead Branch Library #330 – Fire – 1170 Hancock Road	\$300.00 + tax
13. Bullhead Branch Library #330 – Security – 1170 Hancock Road	\$300.00 + tax
14. County Administration Building #195 – Panic – 700 W. Beale St.	\$300.00 + tax

Optional Pricing:

County Discount off manufacturer list price = 5%
Installation Fees for new Equipment = \$65.00/hr.

County-Wide Alarm Systems include pull stations, smoke detectors, and panic (duress) buttons. The County reserves the right to add or delete monitored devices at its discretion.

The Provider shall physically monitor alarm systems from Provider’s place of business (after hour calls shall not be forwarded off-site to employee residence) twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year basis. The contract fees include all costs for permits, fees, personnel, labor, travel time (including but not limited to travel to and from the Work site), materials, vehicle use and expenses, and equipment required to perform routine monitoring services regardless of time of day and day of year to fully meet all terms, conditions, and requirements of the Contract.

Provider will provide, install, and otherwise “hook up” automatic communications compatible with alarm system vendor’s monitoring equipment, at no additional cost to the County. Installation shall be at a date and time set by the County as can be arranged with the existing Contractor to avoid a lapse in service.

Upon Notice to Proceed (NTP), Provider will thoroughly test the monitoring systems and verify all pull stations, smoke detectors, panic (duress) buttons, and intrusion alarm devices are performing as intended prior to acceptance by the County Contract Representative (CCR)/designee. CCR/designee and Provider will determine most cost efficient method for performing testing.

Provider shall provide contact information; name, phone, cell phone and e-mail to the CCR/designee.

Provider shall not install proprietary equipment on County property without the express written consent of the CCR/designee. Proprietary is defined as “manufactured, sold and/or serviced only by the owner of the

patent, formula, brand name, or trademark associated with the product.” Any questions as to the County’s definition of “proprietary” shall be directed to the CCR/designee.

During the contract term(s) Provider will test the panic (duress) buttons periodically at specified sites on an approved schedule to be determined by both parties. Testing will consist of randomly pushing panic buttons to verify they are active and performing as intended.

When an alarm is activated, the Contractor will follow specified contact protocols to notify County personnel of all alarm drops. Depending on type of alarm signal and notification information agreed to between the vendor and County, fire and/or police personnel may be called to the site to address the alarm condition.

Upon receipt of an alarm signal from the alarm system:

1. **Panic Button;** Call the Police Department/Sheriff’s Office to dispatch an officer.
Fire Alarm Pull; Call the Fire Department to dispatch a unit.
2. Call the Responding Parties in the order supplied by the County. Leave a message at each number continuing down the list until a live body has been contacted. If activation has happened after business hours, calls will be made to all Responding Parties on the list the next morning to make sure the customer is aware of the activation. County Responding Parties will be supplied to the awarded bidder.
3. If activation is discovered to be a false alarm and seems to be a problem zone, an appointment will be scheduled to troubleshoot that zone to alleviate the problem. The County will not be billed for false alarms.
4. Under no conditions will the alarm company accept a call claiming that the alarm is false and there is no need to respond. All panic button and fire alarm reports require an immediate response.