

**AGREEMENT FOR FIRE, SECURITY AND VIDEO PROJECT  
(Yamhill County and Azimuth Communications Inc.)**

THIS AGREEMENT is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services (referred to as Owner in this Agreement) and **Azimuth Communications Inc.**, an Oregon corporation, Federal Tax Identification Number 93-1297544 (referred to as "Contractor" in this Agreement) for the project known as YAMHILL COUNTY TTRS FIRE, SECURITY AND VIDEO PROJECT (referred to in this Agreement as the "Project").

**STATEMENT OF PURPOSE AND IDENTIFICATION OF CONTRACT DOCUMENTS**

- A. Owner has budgeted funds to perform the Project. Owner conducted a competitive quote process to select a vendor to complete the Project. Contractor's quote was deemed by Owner to best serve Owner's interests and needs. This Agreement is made to specify the mutual obligations of Owner and Contractor for completion of the Project.
- B. This Agreement includes by reference the following Contract Documents that are part of the Project:
- (A) Call for Quotes, August 2016
  - (F) Prevailing Wage Rates effective July 1, 2016
  - (G) Addenda (if any)
  - (H) Performance and Payment Bond (if any)
  - (I) Notice of Intent to Award
  - (J) This Agreement
  - (K) Agreement Amendments (if any)
  - (L) Insurance Certificates
  - (M) Notice to Proceed
  - (N) Change Orders (if any)
  - (O) Notice of Substantial Completion or Project Acceptance
  - (P) Warranty Period

**AGREEMENT:** In consideration of the mutual covenants contained below, Owner and Contractor hereby agree as follows:

1. **Scope of work and services; filing of payment and performance bond.** The Contractor will commence and complete the construction of the Project in strict accordance with the Contract Documents identified above. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement. Contractor represents to Owner that Contractor has made a reasonable inspection of the Project site(s) and is reasonably familiar with the Project site(s) conditions that might affect Contractor's performance if the Project pursuant to this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. If required by Owner, the Contractor will file a suitable payment and performance bond before it commences Project work and services.

2. **Agreement performed at Contractor's expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project as described in the Contract Documents. The Contractor is an independent contractor under this Agreement.
3. **Commencement and completion date.** The Contractor will commence the work and services required by the Contract Documents upon Owner's issuance of a Notice to Proceed and will complete the same by no later than January 1, 2017 unless the Contract Period is extended or otherwise modified by written notice or executed Change Order.
4. **Termination.** Owner may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement or for any other reason considered to be in the public interest. If this Agreement is terminated, the Owner will pay for all work and services accepted by the Supervisor, as defined in Section 16, prior to termination.
5. **Penalty for failure to meet deadline.** The parties agree that Owner has a substantial interest in the timely completion of the Project and all work and services to be performed under this Agreement in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of Contractor to complete this Agreement in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate Owner's damages for Contractor's failure to complete the Project and all work and services on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to Owner the sum of \$211.04 (equal to Contract Price times .005) per day for each calendar day to commence on the first calendar day after the required completion date under this Agreement and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.
6. **Compensation.** The Contractor agrees to perform all of the work and services described in the Contract Documents and comply with the terms therein at the rates set forth in Contractor's responsive bid schedule for the fixed sum of \$42,208.87 unless the Contract Price is modified by executed Change Order. Payment shall be made by Owner either monthly or in a single payment following final approval of the project by the Yamhill County HHS Director, subject to a 5% retainage. Upon satisfactory completion of Project tasks the Contractor shall notify the Supervisor in writing that Contractor has completed performance under this Agreement and shall request payment of applicable retained amounts, if any. Upon receipt of written notice, Supervisor will review the Project work and services completed to date and if acceptable, Supervisor shall authorize payment of applicable retained amounts.
7. **Prevailing wages; certified statement.** The Contractor hereby certifies, as provided by ORS 279C.800 through 279C.870, that in performing this Agreement the Contractor will pay and cause to be paid and all subcontractors will pay and cause to be paid not less than the prevailing rate of wages as of the date of the request for quotes, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of this Agreement. In the event the Contractor is obligated to abide by prevailing wage requirements imposed by federal law, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq). The Contractor shall file with the Owner certified statements as required under ORS 279C.845 with regard to payment of prevailing wages. Pursuant to ORS 279C.845(7) until Owner receives the certified statements, Owner shall retain 25% of any amount earned by the Contractor as required by law. Owner shall pay Contractor any retained amounts under this Section within 14 days of receipt of certified statements.

8. **Incorporation of statutory provisions required for public contracts.** The Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference.
9. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
10. **BOLI fee.** In accordance with ORS 279C.825, as amended in 2009, the Owner shall pay a fee to the Bureau of Labor and Industries (BOLI), Wage and Hour Division, Rom 1160, Prevailing Wage Unit, 800 NE Oregon Street, #32, Portland, Oregon 97232. The fee is an amount equal to one-tenth of one percent (0.1 percent) of the Contract Price, with a minimum fee of \$250.00 and a maximum fee of \$7,500.00. The fee shall be paid at the time Owner enters into this Agreement. The fee shall be paid in accordance with the administrative rules of BOLI.
11. **Certification of compliance with laws.** The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state or local tax laws, rules or regulations or any federal, state or local laws, rules, codes or regulations applicable to the Project and that Contractor shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this Agreement. In addition, Contractor agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.
12. **Certification of reading and understanding of documents.** The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same.
13. **Payment.** The Owner agrees to pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Agreement, unless otherwise modified by written notice or executed Change Order.
14. **Warranty Period.** Where the warranty period is not otherwise stated in the General Conditions, the warranty period is 365 days commencing upon the date Project Acceptance is issued by Owner.
15. **Public Works Bond.** Before commencing work, the Contractor shall have a public works bond as described in ORS 279C.836 filed with the Construction Contractors Board. Contractor shall include a provision in any subcontract for the Project that the subcontractor shall have a public works bond filed with the Construction Contractors Board before commencing work. Provided, however, that in the event Contractor elects not to file a public works bond pursuant to ORS 279C.836(8), Contractor shall notify Owner of its decision before commencing work.
16. **Status of the Project Supervisor.** Silas Halloran-Steiner, HHS Director, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical

inspections of work and services and shall have authority to stop the work or services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all work and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project work or services. The Supervisor has authority to reject or accept the Project work or services.

17. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work or services to which employment relates.

18. **Risk of Loss.** The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the Owner has accepted the work and services as provided in this Agreement.

19. **Indemnification.** Contractor shall indemnify, defend and save harmless Owner from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractors' prosecution of work or services under this Agreement.

20. **Insurance.** Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

1. Workers Compensation Insurance in compliance with statutory requirements;
2. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
3. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by Owner or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project work or services provided under the Agreement.
4. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Owner. Evidence of such insurance will be furnished to Owner before commencing Project work or services. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of

insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Owner. The Commercial General Liability and Commercial Automobile Liability shall (i) name Owner, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Owner and that any insurance maintained by Owner is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

21. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Owner to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of Owner to thereafter enforce each and every provision.

22. **Contractor's Representation.** Contractor, by entering into this Agreement, represents that its bid for this Project is made without connection with any person, firm or corporation making or refraining from making a bid for the same or similar project and was in all respects fair and without collusion or fraud.

23. **Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

24. **Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2007 replacement part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

25. **Attorney fees and costs.** Except as provided in Section 24(b), in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

26. **Applicable laws.** This Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in Yamhill County.

27. **Subcontractors bound.** Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

28. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

29. **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

AZIMUTH COMMUNICATIONS INC.

By: [Signature]  
(signature)  
Date: 9-20-16  
Steve Winkelman  
(printed name)

Title: COO

Fed. Tax I.D. No: 93-1297544

Contractor  
Registration No: \_\_\_\_\_

YAMHILL COUNTY, OREGON

By: [Signature]  
Mary Starrett, Chair  
Date: 9/30/16

[Signature]  
Silas Halloran-Steiner, Director  
Department of Health and Human Services  
Date: 10/5/16

APPROVED AS TO FORM

By: [Signature]  
CHRISTIAN BOENISCH.  
County Counsel

Accepted by Yamhill County  
Board of Commissioners on

9-29-16 by Board Order  
# 16-394

**Resident Homes - Security & Fire Monitoring Solutions Bid**

**Scope**

The Azimuth Scope of work includes labor and materials required to retrofit and or provide new cabling for only new intrusion and video camera nodes. There will be at times exposed conduits, surface mount raceway and exposed cables.

All restorations of potential access hole cuts and the like, patching and paint will be provided and installed by others and is not included. Azimuth can however provide this as a service for an additional fee.

Azimuth will reuse existing cabling and peripheral equipment when possible, pre-existing cabling and equipment must be acceptable, code compliant and function for it's intended application.

**Cabling Scope**

Cozine - Intrusion and Fire - Reuse of existing cabling and equipment

Cozine - Video - Qty. 2 new CAT5e Cable retrofits

Cozine - Fire - Qty. 3 new GA - Super - Trouble Cable retrofits  
( Only req. if FACP is not collocated with Intrusion panel )

Newby - Intrusion and Fire - Reuse of existing cabling and equipment

Newby - Video - Qty. 1 new CAT5e Cable retrofits

Newby - Fire - Qty. 3 new GA - Super - Trouble Cable retrofits  
( Only req. if FACP is not collocated with Intrusion panel )

Duplex A - Intrusion - Qty. 2 new Siren Cable retrofits & Qty. 2 new Keypad Cable retrofits

Duplex A - Video - Qty. 5 new CAT5e Cable retrofits

Duplex A - Fire - Qty. 3 new GA - Super - Trouble Cable retrofits  
( Only req. if FACP is not collocated with Intrusion panel )

Duplex B - Intrusion - Qty. 2 new Siren Cable retrofits & Qty. 2 new Keypad Cable retrofits

Duplex B - Video - Qty. 3 new CAT5e Cable retrofits

Duplex B - Fire - Qty. 3 new GA - Super - Trouble Cable retrofits  
( Only req. if FACP is not collocated with Intrusion panel )

Farm House - Intrusion - Qty. 2 new Siren Cable retrofits & Qty. 2 new Keypad Cable retrofits

Farm House - Video - Qty. 5 new CAT5e Cable retrofits

Farm House - Fire - Qty. 3 new GA - Super - Trouble Cable retrofits  
( Only req. if FACP is not collocated with Intrusion panel )

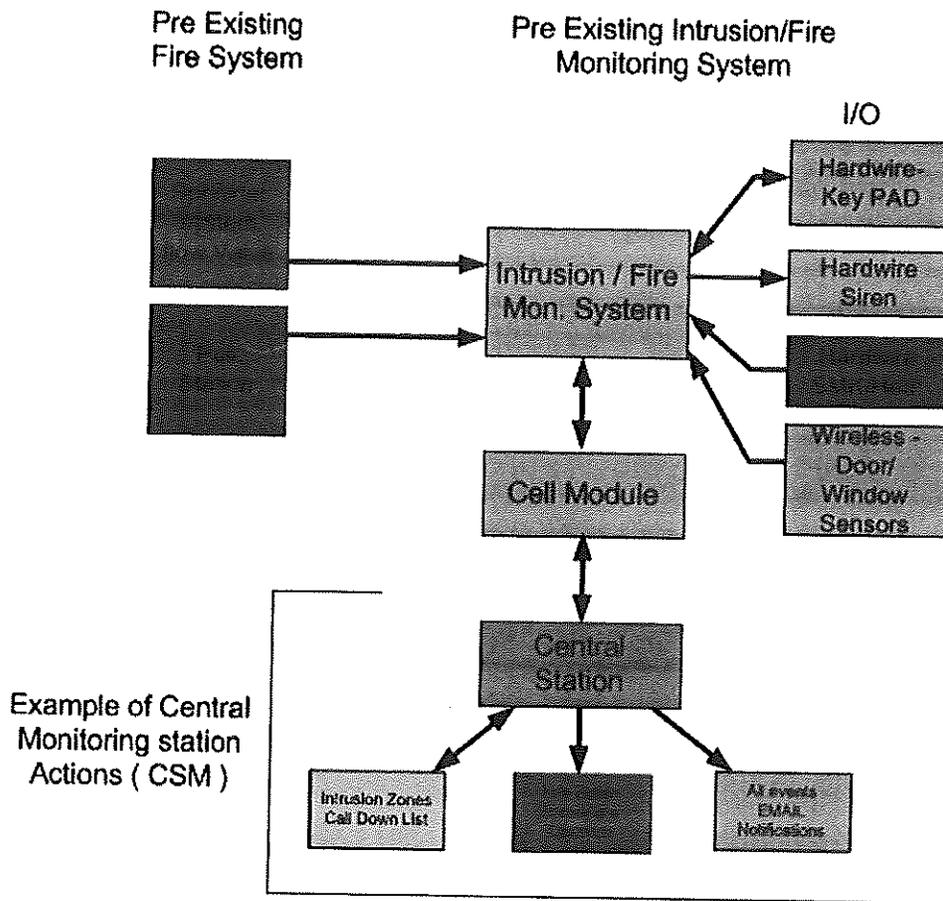
### Video

Azimuth will need to have access to pre existing Ethernet switch ports with dedicated IP address provisions. Switch hardware and required IP provisions are to be provided and installed by others . The location of the Switch must be in an area that is collocated with the Intrusion panel or in a location where a cable retrofit can easily be deployed within current scope. The final integration and setup of the Video network into the pre existing DVAR will be provided by others.

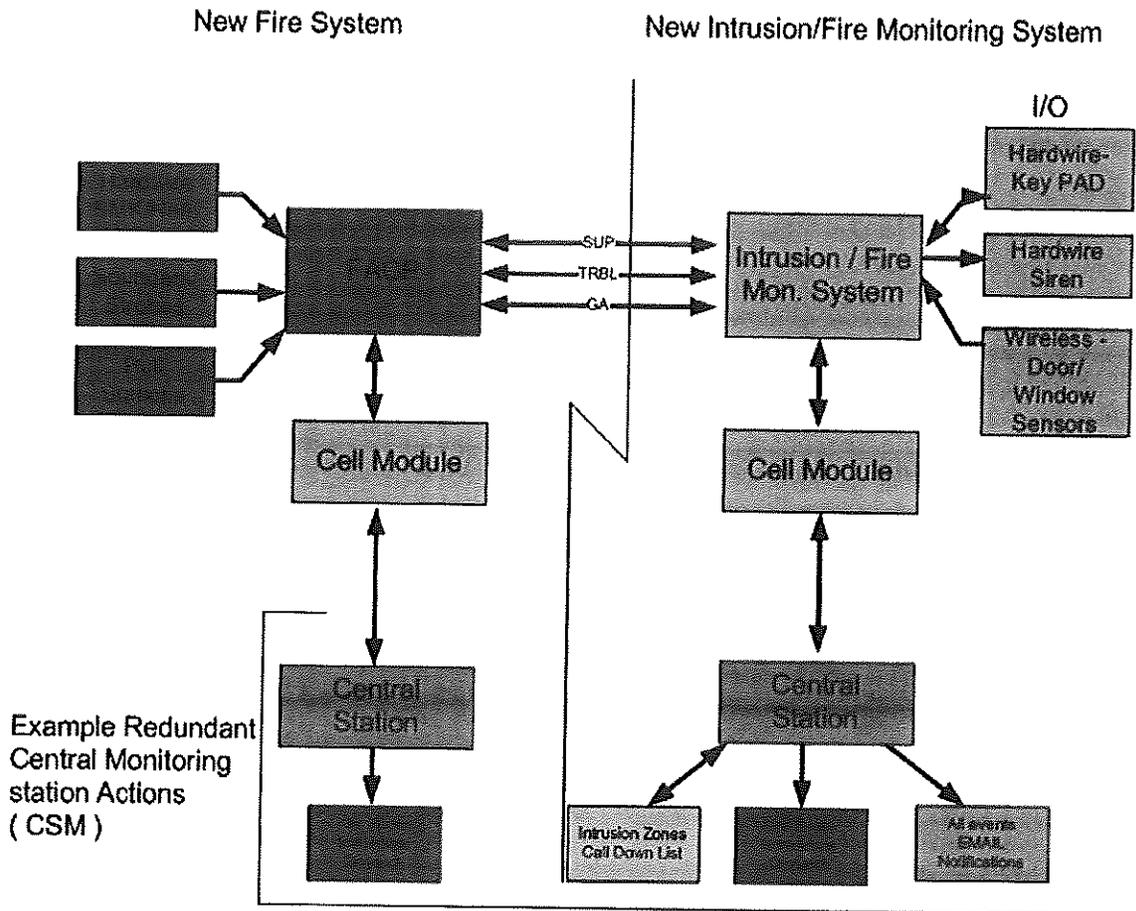
### Monitoring

Azimuth will provide and manage Qty. 5 Monitoring agreements however at a discounted bulk rate . The monitoring link is based on a Cellular solution requiring no landline or Internet at no additional charge. Note that Farm house and the Duplex A&B will have redundant Monitoring ( see diagram below ) , upon award, Azimuth will contact the AHJ and determine if this is necessary potentially resulting in a cost savings .

### Newby & Cozine Example



# Farm House , Duplex A&B Example



**Misc.**

Azimuth assumes that this work requires no plenum rated cabling.

Azimuth requires unimpeded access to all work areas.

No high lift or scaffold work has been included.

Spare active equipment, Qty. 1 of each component will be purchased and managed on behalf of Yamhill County as a spare.

No additional work or materials are included that are not listed in this scope of work.

The Azimuth scope is broken out into separate projects as requested, Azimuth however reserves the right to adjust our price if the scope of work is not awarded to Azimuth in its entirety.

Azimuth Communications Inc. will submit progressive invoices for installation services, all materials and equipment is to be invoiced 100% up front, progressive installation invoices will be billed at key milestones after that.

Payment for each invoice will be made in U.S. dollars to Azimuth Communications, Inc within thirty (30) days from the date invoiced.

**Intrusion / Fire**

COZINE				
MFG	Model	Part number	Description	Qty
<b>Starter Kit</b>				
	<b>GEC</b>	<b>809664</b>	<b>Package / Kit</b>	
SK GE	CONCORD	Series 4 Controller ( Kit )	Residential controller	0
SK GE	CONCORD	* Incl. in kit	96 Zone wired/ Wireless controller	0
SK GE	CONCORD	* Incl. in kit	Enclosure	0
SK GE	CONCORD	* Incl. in kit	English LCD Keypad	0
SK GE	CONCORD	* Incl. in Kit GEC 6001023	Transformer 16.5 40VA	0
GE	CONCORD	TRI BD128 12V 8Ah	Battery	1
GE	CONCORD	GEC 600105342XVZ	Cell Module with Z Wave capable.	1
GE	CONCORD	GEC 60983 - ATP1000	AUX. English LCD Keypad	0
GE	CONCORD	GEC MPI47E	Surface Piezo Siren	0
GE	CONCORD	GEC 60757	Hardwire expander 8 in - 6 out snap Card	0
<b>Sensors</b>				
GE	CONCORD	GEC 1078CTN	Front & Rear door 3/4 recessed	0
GE	CONCORD	GEC 60362N103195	Slider Wireless sensor	0
GE	CONCORD	Wireless sensor	Windows Wireless sensor	0
GE	CONCORD	GEC 260CO	Carbon monoxide detector	3
<b>Fire/LS</b>				
HW	Honeywell	SK-FIRE-CO	Smoke / Heat detector	12
HW	Honeywell	SK-PULL-DA	Pull Test station	3
HW	Honeywell	FACP SK5208	Addressable Fire Panel	1
AZ	Stock	12V 8Ah	Battery	4
HW	Honeywell	IPGSM-4G	Radio	1
<b>Wire</b>				
500		TRI 224STR1M8XWH	22/4	0
500		TRI 184SLDFPLRFT41MBXRD	18/4	0
500		TRI 182SLDFPLRFT41MBXRD	18/2	1
1000		TRI CAT5E BLUE	CAT5e	0
<b>Labor</b>				
		Connection	Connect to fire water flow	1
		Rough	NA	8
		Trim	Takeover - Testing and evaluations	4
		Programming	Takeover -	4
<b>Permits</b>				
		Permits	Owner provided	0
				\$ 6,843.29
<b>Monitoring Intrusion /Fire/Radio</b>			<b>\$ 35.00 Per month</b>	

Newby				
MFG	Model	Part number	Description	Qty
<b>Starter Kit</b>				
	GEC	809664	Package / Kit	
SK GE	CONCORD	Series 4 Controller ( Kit )	Residential controller	0
SK GE	CONCORD	* Incl. in kit	96 Zone wired/ Wireless controller	0
SK GE	CONCORD	* Incl. in kit	Enclosure	0
SK GE	CONCORD	* Incl. in kit	English LCD Keypad	0
SK GE	CONCORD	* Incl. in Kit GEC 6001023	Transformer 16.5 40VA	0
GE	CONCORD	TRI BD128 12V 8Ah	Battery	1
GE	CONCORD	GEC 60010534ZXVZ	Cell Module with Z Wave capable.	1
GE	CONCORD	GEC 60983 - ATP1000	AUX. English LCD Keypad	0
GE	CONCORD	GEC MPI47E	Surface Piezo Siren	0
GE	CONCORD	GEC 60757	Hardwire expander 8 in - 6 out snap Card	0
<b>Sensors</b>				
GE	CONCORD	GEC 1078CTN	Front & Rear door 3/4 recessed	0
GE	CONCORD	GEC 60362N103195	Slider Wireless sensor	0
GE	CONCORD	Wireless sensor	Windows Wireless sensor	0
GE	CONCORD	GEC 260CO	Carbon monoxide detector	3
<b>Fire/LS</b>				
HW	Honeywell	SK-FIRE-CO	Smoke / Heat detector	12
HW	Honeywell	SK-PULL-DA	Pull Test station	3
HW	Honeywell	FACP SK5208	Addressable Fire Panel	1
AZ	Stock	12V 8Ah	Battery	4
HW	Honeywell	IPGSM-4G	Radio	1
<b>Wire</b>				
500		TRI 224STR1MBXWH	22/4	0
500		TRI 184SLDFPLRFT41MBXRD	18/4	0
500		TRI 182SLDFPLRFT41MBXRD	18/2	1
1000		TRI CAT5E BLUE	CAT5e	0
<b>Labor</b>				
		Connection	Connect to fire water flow	1
		Rough	NA	8
		Trim	Takeover - Testing and evaluations	4
		Programming	Takeover -	4
<b>Permits</b>				
		Permits	Owner provided	0
				\$ 6,843.29
	Monitoring	Intrusion /Fire/Radio	\$ 35.00 Per month	

Farm House				
MFG	Model	Part number	Description	Qty
<b>Starter Kit</b>				
	<b>GEC</b>	<b>809664</b>	<b>Package / Kit</b>	
SK GE	CONCORD	Series 4 Controller ( Kit )	Residential controller	1
SK GE	CONCORD	* Incl. in kit	96 Zone wired/ Wireless controller	0
SK GE	CONCORD	* Incl. in kit	Enclosure	0
SK GE	CONCORD	* Incl. in kit	English LCD Keypad	0
SK GE	CONCORD	* Incl. in Kit GEC 6001023	Transformer 16.5 40VA	0
GE	CONCORD	TRI BD128 12V 8Ah	Battery	1
GE	CONCORD	GEC 600105342XVZ	Cell Module with Z Wave capable.	1
GE	CONCORD	GEC 60983 - ATP1000	AUX. English LCD Keypad	1
GE	CONCORD	GEC MPI47E	Surface Piezo Siren	2
GE	CONCORD	GEC 60757	Hardwire expander 8 in - 6 out snap Card	1
<b>Sensors</b>				
GE	CONCORD	GEC 1078CTN	Front & Rear door 3/4 recessed	3
GE	CONCORD	GEC 60362N103195	Slider Wireless sensor	0
GE	CONCORD	Wireless sensor	Windows Wireless sensor	21
<b>Fire/LS</b>				
GE	CONCORD	GEC 521BXT	Smoke / Heat detector	0
GE	CONCORD	GEC 260CO	Carbon monoxide detector	0
<b>Wire</b>				
500		TRI 2245TR1MBXWH	22/4	1
500		TRI 184SLDFPLRFT41MBXRD	18/4	0
1000		TRI CAT5E BLUE	CAT5e	0
<b>Labor</b>				
		Connection	Connect to fire water flow	1
		Rough	Retro Cableing Sirens / Keypads	8
		Trim	Trim - Testing	8
		Programming		4
<b>Permits</b>				
		Permits	Owner provided	0
				\$ 4,250.59
		Monitoring Intrusion /Fire/Radio	\$ 35.00 Per month	

<b>Duplex A</b>				
MFG	Model	Part number	Description	Qty
<b>Starter Kit</b>				
	<b>GEC</b>	<b>809664</b>	<b>Package / Kit</b>	
SK GE	CONCORD	Series 4 Controller ( Kit )	Residential controller	1
SK GE	CONCORD	* Incl. in kit	96 Zone wired/ Wireless controller	0
SK GE	CONCORD	* Incl. in kit	Enclosure	0
SK GE	CONCORD	* Incl. in kit	English LCD Keypad	0
SK GE	CONCORD	* Incl. in Kit GEC 6001023	Transformer 16.5 40VA	0
GE	CONCORD	TRI BD128 12V 8Ah	Battery	1
GE	CONCORD	GEC 60010534ZVZ	Cell Module with Z Wave capable.	1
GE	CONCORD	GEC 60983 - ATP1000	AUX. English LCD Keypad	1
GE	CONCORD	GEC MPI47E	Surface Piezo Siren	2
GE	CONCORD	GEC 60757	Hardwire expander 8 in - 6 out snap Card	1
<b>Sensors</b>				
GE	CONCORD	GEC 1078CTN	Front & Rear door 3/4 recessed	1
GE	CONCORD	GEC 60362N103195	Slider Wireless sensor	1
GE	CONCORD	Wireless sensor	Windows Wireless sensor	10
<b>Fire/LS</b>				
GE	CONCORD	GEC 521BXT	Smoke / Heat detector	0
GE	CONCORD	GEC 260CO	Carbon monoxide detector	0
<b>Wire</b>				
500		TRI 224STR1MBXWH	22/4	1
500		TRI 184SLDFPLRFT41MBXRD	18/4	0
1000		TRI CAT5E BLUE	CAT5e	0
<b>Labor</b>				
		Connection	Connect to fire water flow	1
		Rough	Retro Cableing Sirens / Keypads	8
		Trim	Trim - Testing	8
		Programming		4
<b>Permits</b>				
		Permits	Owner provided	0
				\$ 3,742.13
		<b>Monitoring Intrusion /Fire/Radio</b>	<b>\$ 35.00 Per month</b>	



<b>Duplex B</b>				
MFG	Model	Part number	Description	Qty
<b>Starter Kit</b>				
	<b>GEC</b>	<b>809664</b>	<b>Package / Kit</b>	
SK GE	CONCORD	Series 4 Controller ( Kit )	Residential controller	1
SK GE	CONCORD	* Incl. in kit	96 Zone wired/ Wireless controller	0
SK GE	CONCORD	* Incl. in kit	Enclosure	0
SK GE	CONCORD	* Incl. in kit	English LCD Keypad	0
SK GE	CONCORD	* Incl. in Kit GEC 6001023	Transformer 16.5 40VA	0
GE	CONCORD	TRI BD128 12V 8Ah	Battery	1
GE	CONCORD	GEC 60010534ZXVZ	Cell Module with Z Wave capable.	1
GE	CONCORD	GEC 60983 - ATP1000	AUX. English LCD Keypad	1
GE	CONCORD	GEC MPI47E	Surface Piezo Siren	2
GE	CONCORD	GEC 60757	Hardwire expander 8 In - 6 out snap Card	1
<b>Sensors</b>				
GE	CONCORD	GEC 1078CTN	Front & Rear door 3/4 recessed	1
GE	CONCORD	GEC 60362N103195	Slider Wireless sensor	1
GE	CONCORD	Wireless sensor	Windows Wireless sensor	14
<b>Fire/LS</b>				
GE	CONCORD	GEC 521BXT	Smoke / Heat detector	0
GE	CONCORD	GEC 260CO	Carbon monoxide detector	0
<b>Wire</b>				
500		TRI 224STR1MBXWH	22/4	1
500		TRI 184SLDFPLRFT41MBXRD	18/4	0
1000		TRI CAT5E BLUE	CAT5e	0
<b>Labor</b>				
		Connection	Connect to fire water flow	1
		Rough	Retro Cableing Sirens / Keypads	8
		Trim	Trim - Testing	8
		Programming		4
<b>Permits</b>				
		Permits	Owner provided	0
				\$ 3,936.93
	<b>Monitoring</b>	<b>Intrusion /Fire/Radio</b>	<b>\$ 35.00 Per month</b>	

## Video

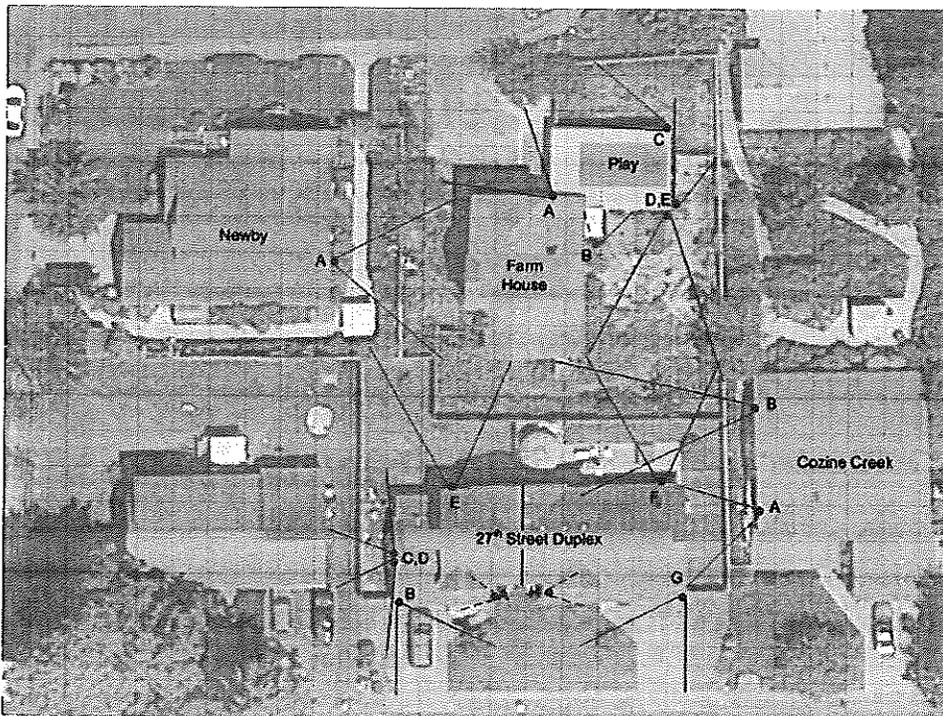
Price includes labor and materials required to retrofit new cabling for only new Camera nodes proposed. There will be at times, exposed conduits, surface mount raceway and exposed cables . All restorations of access hole cuts and the like, patching and paint will be provided and installed by others and is not included. Azimuth can however provide this as a service for an additional fee.

Assumes all new proposed Cameras will report to a pre existing DVAR that has Ports / Licenses available to support Qty. 16 new cameras. Camera licenses are available upon request for an addition fee.

Azimuth will need to have access to pre existing Ethernet switch ports with dedicated IP address provisions. Switch hardware and required IP provisions are to be provided and installed by others . The location of the Switch must be in an a location where cable retrofit can easily be deployed within current scope.

Final integration and setup of the Video network and preferences will be associated with the pre existing DVAR , this work will be provided by others, Azimuth will support as needed.

**Proposed Schematic of new proposed camera locations, locations subject to change based on cost effective cabling feeds to the Camera locations and or change of Video objectives and focal points.**



<b>Video</b>				
Cozine	Add	Ip Camera	2	
Total Cameras			2.00	
Pendent mount			2.00	
Camera cabling			2.00	
Camera Installation			2.00	
Integration			0.00	
License			0.00	
DVAR			0.00	
<b>Video Total</b>			<b>\$ 2,074.08</b>	
Newby	Add	Ip Camera	1	
Total Cameras			1.00	
Pendent mount			1.00	
Camera cabling			1.00	
Camera Installation			1.00	
Integration			0.00	
License			0.00	
DVAR			0.00	
<b>Video Total</b>			<b>\$ 1,037.04</b>	
Farm House	Add	Ip Camera	5	
Total Cameras			5.00	
Pendent mount			5.00	
Camera cabling			5.00	
Camera Installation			5.00	
Integration			0.00	
License			0.00	
DVAR			0.00	
<b>Video Total</b>			<b>\$ 5,185.20</b>	
Duplex A &B	Add	Ip Camera	8	
Total Cameras			8.00	
Pendent mount			8.00	
Camera cabling			8.00	
Camera Installation			8.00	
Integration			0.00	
License			0.00	
DVAR			0.00	
<b>Video Total</b>			<b>\$ 8,296.32</b>	
<b>Total All Video Sites Combined</b>			<b>\$ 16,592.64</b>	

**Intrusion Summary**

Price includes labor and materials required to retrofit new cabling for only new intrusion nodes proposed. There will be at times, exposed conduits, surface mount raceway and exposed cables . All restorations of access hole cuts and the like, patching and paint will be provided and installed by others and is not included. Azimuth can however provide this as a service for an additional fee.

<b>Intrusion /Fire</b>		R4
Cozine	\$	6,843.29
Newby	\$	6,843.29
Farm House	\$	4,250.59
Duplex A	\$	3,742.13
Duplex B	\$	3,936.93
<b>Total</b>	<b>\$</b>	<b>25,616.23</b>



<b>Intrusion / Fire / Radio Monitoring Fee</b>	Standard Price	Discount	Price
Cozine	\$ 50.00	\$ 15.00	\$ 35.00
Newby	\$ 50.00	\$ 15.00	\$ 35.00
Farm House	\$ 35.00	\$ 10.50	\$ 24.50
Duplex A	\$ 35.00	\$ 10.50	\$ 24.50
Duplex B	\$ 35.00	\$ 10.50	\$ 24.50

**Project Price Summary**

Intrusion & Fire	\$25,616.23
Video	\$16,592.64
Project Total ( Less Monitoring )	\$42,208.87



\* Applicable Tax will be billed at the time of invoice

\*\* This pricing is valid for a period of (31) days after the proposal date, after which material pricing must be confirmed.

Proposed by: Audrey Thomas

Azimuth Communications

September 2, 2016

ACCEPTED BY:

TITLE/COMPANY

HMS OPERATOR

DATE:

10/5/16

PO#

16-394(B.O.)

Accepted by Yamhill County  
Board of Commissioners on

9.29.16 by Board Order

# 16-394



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Panther Creek House (Duplex's right unit), located at 1437 NE 27th Street McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department

**and to make reasonable efforts to notify the Subscriber's designated representative by telephone.**

- 6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.**
- 7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the in Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.**
- 8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.**
- 9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscribers premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.**

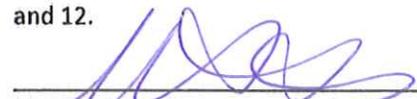
10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party Indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.
11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.
12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$10 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.
13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.
15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

  
 Authorized Company Representative  
10/5/2016  
 Date

  
 Signature  
 MARY STARETT  
 Name of Subscriber (please print)  
 Chair, BOARD OF  
 Title COUNTY COMMISSIONERS

Accepted by Yamhill County  
 Board of Commissioners on  
9.29.16 by Board Order  
 # 16-394



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Panther Creek House (Duplex's right unit), located at 1437 NE 27th Street McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department

and to make reasonable efforts to notify the Subscriber's designated representative by telephone.

6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.
7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the in Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.
8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.
9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscribers premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.

10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.
11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.
12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$14.50 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.
13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.
15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.

- 16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
- 17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
- 18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
- 19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

  
 \_\_\_\_\_  
 Authorized Company Representative  
 \_\_\_\_\_  
 Date 10/5/2016

  
 \_\_\_\_\_  
 Signature  
 MARY STARRETT  
 \_\_\_\_\_  
 Name of Subscriber (please print) Title  
 Chair,  
 County Board of  
 Commissioners

Accepted by Yamhill County  
 Board of Commissioners on  
 9.29.16 by Board Order  
 # 16-394



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Salt Creek House (Duplex's left unit), located at 1427 NE 27th Street McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. **The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.**
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. **In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department**

and to make reasonable efforts to notify the Subscriber's designated representative by telephone.

6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.
7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the in Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.
8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.
9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscribers premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.

10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party Indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.
11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.
12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$10 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.
13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.
15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

Albert P. [Signature]  
 Authorized Company Representative  
10/5/2016  
 Date

[Signature]  
 Signature  
MARY STAPRETT Chair,  
 Name of Subscriber (please print) Title  
 County Board  
 of Commissioners

Accepted by Yamhill County  
 Board of Commissioners on  
9-29-16 by Board Order  
 # 16-394



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Salt Creek House (Duplex's left unit), located at 1427 NE 27th Street McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department

and to make reasonable efforts to notify the Subscriber's designated representative by telephone.

6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.
7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the in Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.
8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.
9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscriber's premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.

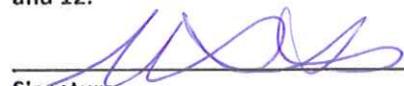
- 10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.**
- 11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.**
- 12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$14.50 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.**
- 13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.**
- 14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.**
- 15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.**

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

  
 \_\_\_\_\_  
 Authorized Company Representative  
 \_\_\_\_\_  
 10/5/2018  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature  
 MARY STAPPERT,  
 \_\_\_\_\_  
 Name of Subscriber (please print)      Title  
 CHAIR, COUNTY BOARD OF  
 COMMISSIONERS

Accepted by Yamhill County  
 Board of Commissioners on  
 \_\_\_\_\_ 9.29.16 \_\_\_\_\_ by Board Order  
 # \_\_\_\_\_ 16-394 \_\_\_\_\_



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Baker Creek House, located at 2732 NE Newby Street McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. **The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.**
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. **In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department**

**and to make reasonable efforts to notify the Subscriber's designated representative by telephone.**

- 6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.**
- 7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the in Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.**
- 8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.**
- 9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscriber's premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.**

10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party Indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.
11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.
12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$15 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.
13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.
15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

  
 \_\_\_\_\_  
 Authorized Company Representative  
 \_\_\_\_\_  
 Date 10/5/2016

  
 \_\_\_\_\_  
 Signature  
MARY STAPPETT, Chair, County  
 Name of Subscriber (please print) Title  
BOARD OF  
Commissioners

Accepted by Yamhill County  
 Board of Commissioners on  
9.29.16 by Board Order  
 # 16-394



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Baker Creek House, located at 2732 NE Newby Street McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. **The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.**
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. **In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department**

and to make reasonable efforts to notify the Subscriber's designated representative by telephone.

6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.
7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the in Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.
8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.
9. The Subscriber specifically understands and agrees that the Company is not an Insurer, either of the alarm system or of the Subscribers premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.

10. **The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.**
11. **Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.**
12. **Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$20 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.**
13. **This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.**
14. **This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.**
15. **The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.**

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

Albert Poynter  
 Authorized Company Representative  
10/5/2016  
 Date

Marcy Starett  
 Signature  
MARCY STARETT  
 Name of Subscriber (please print) Title  
 Chair, County Board of Commissioners

Accepted by Yamhill County Board of Commissioners on  
9.29.16 by Board Order  
 # 16-394



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Cozine Creek house, located at 1461 NE 27th Street McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. **The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.**
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. **In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department**

and to make reasonable efforts to notify the Subscriber's designated representative by telephone.

6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.
7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the In Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.
8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.
9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscribers premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.

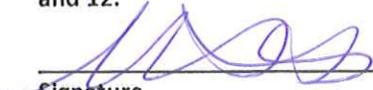
10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.
11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.
12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$15 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.
13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.
15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

  
 \_\_\_\_\_  
 Authorized Company Representative  
 \_\_\_\_\_  
 10/5/2016  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 MARY STARRETT  
 Name of Subscriber (please print) Title  
 CHAIR, County BOARD OF  
 Commissioners

Accepted by Yamhill County  
 Board of Commissioners on  
 \_\_\_\_\_  
 9.29.16 by Board Order  
 #. \_\_\_\_\_  
 16-394



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Cozine Creek house, located at 1461 NE 27th Street McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. **The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.**
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. **In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department**

**and to make reasonable efforts to notify the Subscriber's designated representative by telephone.**

- 6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.**
- 7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the In Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.**
- 8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.**
- 9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscriber's premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.**

10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.
11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.
12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$20.00 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.
13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.
15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

Albert Pappas  
 Authorized Company Representative  
10/5/2016  
 Date

Mary Starrett  
 Signature  
MARY STARRETT, CHAIR,  
 Name of Subscriber (please print) Title  
County Board of Commissioners

Accepted by Yamhill County  
 Board of Commissioners on  
9.29.16 by Board Order  
 # 16-394



## MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Johnstone Creek House (Farmhouse), located at 1420 NE Johnstone Court McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. **The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.**
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. **In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department**

and to make reasonable efforts to notify the Subscriber's designated representative by telephone.

6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.
7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the In Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.
8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.
9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscribers premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.

10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.
11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.
12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$10 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.
13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.
15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

  
 \_\_\_\_\_  
 Authorized Company Representative  
 10/5/2016  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature  
 MARY STARRETT Chair  
 \_\_\_\_\_  
 Name of Subscriber (please print) Title  
 County BOARD OF Commissioners

Accepted by Yamhill County  
 Board of Commissioners on  
 9-29-11 by Board Order  
 # 11-394



MONITORING AGREEMENT

This Agreement is made and entered into this October day of 1, 2016, by Azimuth Communications, Inc. an Oregon corporation hereinafter called the "Company", and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services, hereinafter called the "Subscriber", for services to be provided at the Johnstone Creek House (Farmhouse), located at 1420 NE Johnstone Court McMinnville, OR 97128.

1. The Company and Subscriber have entered into an Agreement wherein the Company will provide monitoring services for the security alarm located at the address shown at the head of this Agreement or such other address as may later be mutually agreed. Such monitoring services shall consist of providing an alarm monitoring service on a continuing twenty-four (24) hour basis seven (7) days a week. The service shall be via cable, telephone lines or radio.
2. **The Subscriber shall be responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be tested regularly and in accordance with the manufacturer's recommendations. Under no circumstances shall the Company be responsible or liable for malfunctions of or relating to, any alarm system on the subscriber's premises.**
3. The Subscriber agrees to furnish to the Company and periodically supplement and update a complete and accurate list of names, titles, assigned pass codes and telephone numbers of all persons authorized by the Subscriber to enter the Subscriber's premises. Upon the occurrence of any change in said list, the Subscriber shall immediately notify the Company. The Company shall be entitled to rely in full upon the most recently supplemented list and shall be deemed to have fully discharged any duty of notification to the Subscriber under the terms of the Agreement by contacting any person identified on such list, either in writing or by telephone.
4. The services described herein are only deterrents, and the Company does not guarantee that such deterrents will prevent loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in this Agreement and further agrees that the payments herein provided are based solely on the monitoring services to be provided hereunder. The Company further assumes no liability for any delays in, or interruptions of, services to be rendered hereunder for any cause beyond its control. The Subscriber hereby acknowledges that the Subscriber understands that the Company does not undertake to guarantee against, or provide reimbursement or compensation for, any loss or damage to the Subscriber arising out of the performance or nonperformance of this Agreement.
5. **In the event holdup alarms, burglar alarms, fire alarms, medical alarms, or other services are furnished pursuant to the Agreement, or conditions and other services added to the alarm system after this Agreement, the Company, upon receipt of an alarm signal from the Subscriber's premises, hereby agrees to transmit such alarm to the police or fire department**

**and to make reasonable efforts to notify the Subscriber's designated representative by telephone.**

- 6. The Subscriber agrees that the Subscriber will not maintain or use on the Subscriber's premises any devices which may interfere with the effectiveness and/or functioning of the alarm system. In the event the Subscriber shall be liable of an unreasonable number of false alarms, the Company may, upon giving the Subscriber ten (10) days written notice, discontinue further service to the Subscriber. Such misuse or abuse on the Subscriber's part shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company shall be entitled by law had this Agreement been performed.**
- 7. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the Subscriber agrees to indemnify and hold harmless the Company for claims against the Company from other persons to the extent the claims arise from or relate to this Agreement and exceed the dollar limitations set for the in Paragraph 9; provided however that Subscriber shall not indemnify Company for Company's negligent acts, omissions or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company to the extent the Company has breached its obligation set forth in Paragraph 5.**
- 8. The Subscriber and the Company hereto agree and understand that alarm signals are transmitted over Telephone Company or other cable lines, or by radio and the maintenance and performance of such lines or radio systems are totally beyond the control of the Company. Under no circumstances shall the Company be responsible or liable for any failure of performances or malfunctions due to lines under the control of telephone companies or other utilities including cable companies, or due to malfunctioning radio systems.**
- 9. The Subscriber specifically understands and agrees that the Company is not an insurer, either of the alarm system or of the Subscriber's premises, or of any contents therein, and is not responsible for any loss or damage which the Subscriber may incur as a result of a malfunction of the alarm system or failure to report an alarm. It is understood that the Subscriber shall obtain any desired insurance coverage of such risks. The services provided to the Subscriber by the Company hereunder are solely for the Subscriber's convenience and charges are based solely upon the cost to the Company for providing the services hereunder and do not take into account any assumption by the Company of any responsibility. Fees and charges imposed hereunder are not sufficient to warrant the assumption of any risk of consequential or other damages to the Subscriber incurred by the Company's negligence or failure to perform, or due to any malfunction of equipment, line, or connecting circuit, or because of the failure of an alarm to be received at the central station, or because of any delay in or failure to dispatch public authorities, fire or police personnel or agencies to the Subscriber's premises to investigate an alarm. The Subscriber, therefore, agrees that the Company shall not be liable for any loss damage due, directly or indirectly, to any occurrence which the service rendered hereunder is designed to detect. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the system or failure of the devices notwithstanding the above provision, should there arise any liability on the part of the Company, such liability shall be limited to amounts actually received from Company's liability insurance as liquidated damages, and not as a penalty, and this liability shall be exclusive.**

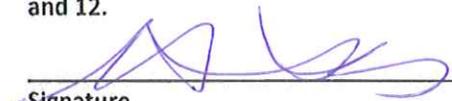
10. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages, and third-party indemnification, inure to the benefits of and are applicable to any subcontractor engaged by the Company to provide monitoring of the alarm system, and bind the Subscriber to said subcontractors with the same force and effects as they bind the subscriber to the Company.
11. Connecting communication lines, cable, telephone lines, radio systems, or equipment and instruments used by the Company in the performances of its services may be destroyed or substantially damaged by fire or other catastrophes. The Company may be unable to secure or retain connections or privileges necessary for the transmission of signals between the alarm location and the central station, or between the central station and police or fire dispatch centers having jurisdiction over the alarms. Should the above conditions, or strike, flood, riot, fire, explosion, war, conflict, or other causes beyond the reasonable control of the Company hinder or prevent the performance of the Company's services, this Agreement shall be deemed suspended so long as, and to the extent that such conditions causes exist. When such conditions arise the Company shall, as soon as is reasonably practical, notify the Subscriber of the nature and extent thereof and approximate duration foreseen. Upon such notification either party shall have the following options: (a) to proceed under this Agreement; or (b) to terminate this Agreement, in which event the Subscriber shall pay to the Company all fees and charges imposed upon the Subscriber under this Agreement to the date of the occurrence of the condition; upon such payment, the contractual relationship between the parties shall cease.
12. Subscriber shall pay to the Company the sum of \$0 payable upon the signing of this Agreement. In addition, Subscriber shall pay to the Company a monitoring charge in the sum of \$14.50 per month, billed quarterly. The duration of this contract is 1 years from the date of this agreement. Upon the expiration of the 1 year term, this Agreement shall automatically renew itself for the same period at the concurrent rate unless either party shall notify the other in writing of its intention to terminate not less than 30 days prior to the expiration of the original term, quarterly billing date or any renewal period thereof. Monitoring charges shall be reviewed semi-annually and adjustments may be made, upon the giving of thirty (30) days written notice of such changes. In addition, the Company reserves the right to terminate services on delinquent accounts at any time and to terminate this Agreement for any reason upon (30) days prior written notice to Subscriber.
13. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction in Yamhill County.
15. The terms and conditions stated herein constitute the final complete Agreement between the Subscriber and the Company. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and an officer of the Company.

16. Notice, other than fee adjustments, shall be deemed given when deposited, postage prepaid, in the United States Mails, certified return receipt requested, addressed to the parties at the address at the head of this Agreement.
17. The provisions of Paragraph 7, 9 and 10 will survive any termination or expiration of the Agreement.
18. If any provision in this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.
19. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement on the date indicated by their duly authorized officials.

Subject to terms and conditions of this agreement the Subscriber agrees to subscribe to the monitoring service. Subscriber acknowledges that he/she has read and accepts all the provisions as set forth in Par. 2, 5,9,10 and 12.

  
 \_\_\_\_\_  
 Authorized Company Representative  
 \_\_\_\_\_  
 Date 10/5/2016

  
 \_\_\_\_\_  
 Signature  
MARY STARRETT  
 \_\_\_\_\_  
 Name of Subscriber (please print) Title  
Chair, County Board of Commissioners

Accepted by Yamhill County  
 Board of Commissioners on  
9.29.16 by Board Order  
 # 16-394