

RESOLUTION NO. 195 -2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ADDENDUM WITH SONITROL OF LEXINGTON, INC., FOR MONITORING SERVICES AT THE FIRING RANGE, AT A COST NOT TO EXCEED \$2,125.00 PLUS \$75.00 PER MONTH.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement and addendum, which is attached hereto and incorporated herein by reference, with Sonitrol of Lexington, Inc., for monitoring services at the firing range.

Section 2 - That an amount, not to exceed the sum of \$2,125.00 plus \$75.00 per month, be and hereby is approved for payment to Sonitrol of Lexington, Inc., from account #1101-505507-75101.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 23, 2023

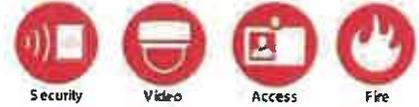


MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
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Lexington Fayette Urban County Government
Police Pistol Range-Sonitrol Legacy Upgrade

Prepared For:

Lt. Chris Cooper

Lexington Fayette Urban County Government
(859) 351-7808
ccooper@lexingtonpolice.ky.gov

Prepared By:

Alex Davis
Commercial Sales Consultant
Sonitrol of Lexington
859-475-4808
adavis@batessecurity.com



Scope Of Work

Unless otherwise noted, this proposal does not include lift rental or spotters for lift, conduit, trench work with conduit and or earth work, "prevailing wages", union wages, plenum cabling, permits and/or submittal fees. Installation work will be performed during normal business hours, Monday through Friday. Client will provide dealer with the necessary electrical power (120VAC) and communications path for system communication as well as any dedicated phone lines or static IP addresses and or Internet connectivity as applicable at each head end and remote panel location. Network connection with necessary IP information to be provided by client. Fire systems by code will require two telephone lines or an approved cellular or IP communications path. Client is responsible for the proper operation of all door hardware. Surge protection is not provided unless otherwise noted. Any surge protection provided is meant only to reduce risk of damage due to surge, but cannot and is not guaranteed to stop damage from surge that overwhelms or bypasses provided surge protection.

All monthly service investments exclude physically damaged equipment, network issues / troubleshooting, and scissor / boom lift charges if required for service.

Existing equipment, cabling, and infrastructure installed by others is assumed to be in good working order. Any additional labor and or materials spent due to servicing, repairing or replacing existing equipment, cabling, and infrastructure will be billed on a time and materials basis.

Sonitrol will upgrade the existing Advantage Plus control panel with new SonIP Module including audio modules, base panels, and keypads. This quote includes wiring to the new panels and keypads.

This system will communicate over the client provided network and will provide a remote portal login as well as a remote app for audit trails, adding/deleting users, and arm/disarm capability.

Initials: MS



Full Service Benefits

- LOCAL service is available 24 hours a day 365 days a year.
- Service calls generated as a result of component failure will be repaired and component replaced without charge.
- Service calls generated as a result of installation procedures or workmanship will be repaired without charge for the lifetime of the agreement.
- Service calls generated as a result of wiring failure where wiring has not been cut or otherwise damaged or disturbed will be repaired or replaced without charge.
- Allows for fixed budget amount for maintenance of equipment.
- Replacement equipment will be the latest version of equipment.
- Yearly preventative maintenance visit at Customer's request.
- Remote programming. (where applicable)
- No extra paperwork to be generated or completed under covered service calls.
- 24 hours typical response to service calls.



Investment Summary
Police Pistol Range-Sonitrol Legacy Upgrade

Customer Details:

Site: 4300 Airport Road Lexington, KY 40503
Billing: Division of Central Purchasing, 200 East Main Street Lexington, KY 40507
Contact: Lt. Chris Cooper (859) 351-7808 ccooper@lexingtonpolice.ky.gov

Commercial Sales Consultant:

Name: Alex Davis
Cell #: 859-475-4808
Email: adavis@batessecurity.com

Estimate

QTY	Description
1	SONIP FlexIP SYS-18
1	24VAC Open Frame Transformer in Enclosure
1	LUP Keypad - Standard
2	LUP Audio Sensor
4	Integrate Existing Door Contact

Financial Summary

Total System Investment:	\$2,125.00
Monthly Service Investment:	\$75.00
Deposit Due in Advance:	\$1,063.00
Balance Due Upon Completion:	\$1,062.00

<p align="center">Client Name: Lexington Fayette Urban County Government</p> <p>Client Approval: <input checked="" type="checkbox"/> <u>Linda Gorton</u></p> <p>Date: <input checked="" type="checkbox"/> <u>3/27/2023</u></p> <p align="center"><i>This proposal is valid for 90 days.</i></p>
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Monthly Service Excludes Applicable Taxes



Addendum A

March 1st, 2023

Agreement #-SK-10629

1. Amend Section 47 to read, "Notwithstanding anything set forth in this Agreement to the contrary, *either party* may, in their sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days *written* notice.

Both Parties (Lexington Fayette Urban County Government and Sonitrol of Lexington) are agreeing by their signatures below to the provision of the addendum as stated above and that this addendum shall supersede and control to the extent it, or any portion of it, is inconsistent with said contract.

X

Customer Signature

Linda Gorton

Date

3/27/2023

Bates Security Representative Signature

[Signature]

Date

3/8/2023



Commercial Security Alarm Agreement

3166 CUSTER DRIVE | LEXINGTON, KY 40517
SONITROLLEXINGTON.COM

Agreement #:

SK- 10629

This is an Agreement (the "Agreement") on March 8th 2023 (the "Effective Date"), between Sonitrol (the "Company") and Lexington Fayette Urban County Government (the "Subscriber") located at 4300 Airport Road (the "Premises") which is the subscriber whose name and address is also listed on the Proposal/Investment Summary (the "Proposal").

Installation Investment:
Subscriber shall pay the Company the amount of \$ 2125.00 as the "Total Equipment Investment" as follows: \$ 1062.00 upon execution of the Agreement, \$ 1063.00 upon substantial completion of the installation. Applicable taxes are excluded.

Services Provided:
 Burglary Monitoring Service Video Service Access Control Service
 Fire Monitoring Service Video Monitoring Service Other _____

Total Monthly Service Charge: \$ 75.00 (Excludes Applicable Taxes)

Subscriber shall pay the Company the amount indicated above as the "Total Monthly Service Charge" as follows: ___ Monthly ___ Quarterly ___ Semi-Annually ___ Annually, in advance, for the term of the Agreement. Subscriber shall pay all taxes due for Equipment or Services. Payments are due net thirty (30) days from invoice date.

In this Agreement, (i) "Equipment" means the equipment indicated on the Proposal or installed at your Premises; (ii) "Services" mean the services selected by the Subscriber as set forth on the Proposal; (iii) "Premises" means the premises at the address set forth above; (iv) "System" means the electronic security/life safety/emergency response system installed at the Premises; (v) "Data" means any form of data or information received from the System, including any Listed Codes, any video or any audio; and (vi) "Listed Codes" means codes programmed into the System to indicate a condition at the Premises (e.g., an open door or other activated device). The Company is sometimes referred to in this Agreement as "we" "us" or "our." The Subscriber is sometimes referred to in this Agreement as "you" or "your." Additional terms are defined throughout the document below in capitalized text.

Subscriber represents and warrants to Company that Subscriber owns the Premises.

The Company agrees to provide the Services and Equipment subject to the terms and conditions of this Agreement.

- Equipment and Services.** The Company shall sell or lease (as indicated on the Proposal) and install the Equipment at the Premises. You shall pay Company for the Equipment and Services as indicated on the Proposal. We may add to, modify or delete one or more of the Services from time-to-time following thirty (30) days' prior written notice. We will not provide, and do not assume any obligation to provide, any service that is not included as part of the Services.
- Term and Renewal.** The initial term of this Agreement shall be for **SIXTY (60) MONTHS** following the day on which the Company begins to provide the Services. Thereafter, this Agreement shall automatically renew from month-to-month unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then current term. The time periods in this paragraph must be complied with strictly.

NOTICES TO SUBSCRIBER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS OF THIS AGREEMENT. TERMS AND CONDITIONS ON THE FOLLOWING PAGES AND REVERSE ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ THE FRONT AND REVERSE OF ALL PAGES CAREFULLY BEFORE SIGNING. IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE SYSTEM YOU BOUGHT WITH OR ARE USING PURSUANT TO THIS AGREEMENT. IF SUBSCRIBER IS AN ENTITY, THE PERSON SIGNING THIS AGREEMENT ON THE ENTITY'S BEHALF SHALL BE PERSONALLY LIABLE FOR SUBSCRIBER'S FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT. IF SUBSCRIBER IS MORE THAN ONE PERSON AND/OR ENTITY, THE OBLIGATIONS OF SUBSCRIBER UNDER THIS AGREEMENT ARE JOINT AND SEVERAL.

NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION IN THIS AGREEMENT HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BY SIGNING THIS AGREEMENT, SUBSCRIBER INTENDS TO BE LEGALLY BOUND.

Sonitrol
By: [Signature]
Security Consultant

SUBSCRIBER X By: [Signature]

Date: 3/8/2023

Date: 3/27/2023

Approved: _____
Authorized Representative

Date: _____



Schedule of Services

Subscriber Lexington Fayette Urban County Government

Agreement No. SK-10629

The Monthly Service Includes (check those that apply):

- 24 Hour, 365 Day System Monitoring
- mysonitrol.net
- Code Changes
- Late to Close Notification
- Annual Preventative Maintenance Visit (Upon Request Only; Lift Expenses Not Included)
- State Certified Fire Inspection. (See Proposal for Frequency of Inspections)

Commitment to Service (check those that apply):

- \$10,000 Limited Performance Warranty (Separate Addendum Required)
- Ninety (90) Day Satisfaction Guarantee*
- False Alarm Guarantee
- Three (3) Hour Emergency Service Guarantee
- Video Quality Assurance Program (See Separate Document for Details)
- 'Lifetime' Quality Assurance Plan as described below:
 1. Service calls generated as a result of component failure will be repaired and/or component will be replaced without charge.
 2. Service calls generated as a result of installation procedures or workmanship will be repaired without charge.
 3. Service calls generated as a result of wiring failure when wiring has not been cut or otherwise damaged or disturbed will be repaired or replaced without charge.

The Quality Assurance Plan **Does Not** include:

1. Service calls generated as a result of user error.
2. Service calls generated as a result of damage caused by client or other non-Company personnel.
3. Service calls generated as a result of remodeling, the addition of noise interruptive machinery and/or devices causing system re-configuration.
4. Service calls generated as a result of damage caused by forces outside the control of Sonitrol such as fire, "Acts of God", explosions, riots, vandalism, structural collapse or any incident normally covered by adequate insurance of the Client.
5. Replacement or repair of control equipment or any equipment which is no longer manufactured or supported by the manufacturer; replacement or repair of any peripheral system equipment required to replace due to upgrades or replacement of system's control or other equipment.
6. Travel/Trip charges outside Fayette, Kenton and immediate surrounding counties.
7. The replacement of access control credentials (i.e. cards, keys, fobs, tags, badges, etc.) and other related items.
8. System improvements, upgrades, additions of function or coverage.
9. For additional exclusions refer to the security alarm agreement.
10. Any service call, for any reason, generated after the termination of the Client Agreement.

- One (1) Year Equipment Warranty and Ninety (90) Day Service Warranty Only
- Time and Materials Only

Managed Access Control (check those that apply):

- Credential Changes
- Scheduling Changes
- Prop Monitoring
- Force Monitoring
- Internet Remote Portal Access

Other (Specify)

Subscriber Approval:

Linda Gorton

Title: *Mayer*

Date: *3/27/2023*

Authorized Representative Approval: _____

[Signature]

Date: _____

*Limited up to \$10,000.00 Installation Investment. Client must first submit concern in writing and allow Company reasonable time to attempt to resolve concerns to client's satisfaction. Fire and/or Video Surveillance (CCTV) systems are excluded from any satisfaction guarantee.