



MONITORING AGREEMENT

This Monitoring Agreement ("Agreement") is effective as of **(01/01/2022)**, and shall end on **(12/31/2022)**, and is entered into by and between Azimuth Communications Inc. ("Company"), and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services ("Subscriber"), located at locations and monitoring stations listed on Exhibit A of this Agreement, which is attached hereto and incorporated herein by this reference. . This Agreement provides for Company's monitoring of **(Burglar & Fire)**.

Company will provide monitoring services for the security alarm located at the addresses shown herein or such other address or addresses as may later be mutually agreed ("Subscriber's Premises"). Such monitoring services shall consist of Company 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.

1. 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.
2. The Subscriber agrees to furnish to the Company and to 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 any change of information 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.
3. The services described herein are only deterrents, and the Company neither represents nor guarantees that such deterrents will prevent loss or damage. The Subscriber acknowledges that Company has made no representations 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. Subscriber acknowledges it 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.
4. 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.

5. Subscriber shall 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 causes 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 of the installed system Subscriber shall be considered a material breach of this Agreement and the Subscriber shall be liable for any and all damages to which the Company may be entitled by law had this Agreement been performed.
6. . 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 third-party claims against the Company to the extent any such claims arise from or relate to this Agreement; provided, however, and notwithstanding language to the contrary elsewhere herein, Subscriber shall not indemnify Company its subcontractors, employees, officials or agents for any and all claims arising from their negligence, omissions, failure to act or willful misconduct. Furthermore, this paragraph does not apply and Subscriber shall not indemnify Company its subcontractors, employees, officials or agents to the extent the Company has breached its obligations set forth in Paragraph 4.
7. 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 that 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.
8. 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 or damage due, directly or indirectly, to any occurrence of the kind 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.
9. The Subscriber acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, 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.
 10. 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 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.
 11. 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 \$270.00 per month, billed quarterly at \$810.00. The term of this Agreement is one year from the effective date and supersedes any prior written Agreement s between the parties. Upon the expiration of the 1 year term, this Agreement shall automatically renew on a year-by-year basis under the same terms and conditions set forth herein, including the same monthly 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. 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.
 12. This Agreement may not be assigned without the express prior written consent of the Company. The Company will not unreasonably withhold its consent.
 13. This Agreement shall be interpreted and construed in accordance with the laws of the State of OR and jurisdiction shall be in Yamhill County.
 14. 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.
 15. 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.

16. The provisions of Paragraph 6, 8 and 9 will survive any termination or expiration of the Agreement.
17. 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.
18. 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 on 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.
19. Company, by signing below, certifies 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.

_____, Legal Director
 Authorized Company Representative

 December 3, 2021

 Date

Mary Starrett - Chair, Board of Commissioners
 Name of Subscriber (print) Title
 _____ 12/2/21
 Signature Date

Exhibit A

Monitored Locations

Location	Burg	Fire	Monitoring Station Acct#	Monitoring Station	Address	Annual Fee
Farm House - Secur-158206	yes	yes	101-1589 / 110-1589	lwatch	1420 NE Johnstone St McMinnville, OR 97128	\$720.00
Duplex A - Secur-158207	yes	yes	101-1590 / 110-1590	lwatch	1427 NE 27th St McMinnville, OR 97128	\$720.00
Duplex B - Secur-158208	yes	yes	101-1591 / 110-1591	lwatch	1437 NE 27th St McMinnville, OR 97128	\$720.00
Newby - Securit-158209		yes	110-1592	lwatch	2732 NE Newby St McMinnville, OR 97128	\$360.00
Cozine - Securit-158210	yes	yes	101-1593 / 110-1593	lwatch	1461 NE 27th St McMinnville, OR 97128	\$720.00
						\$3,240.00

Accepted by Yamhill County
 Board of Commissioners on
 12/2/21 by Board Order
 # 21-481