

CITY OF NEWBERG ALARM SERVICE AGREEMENT

This Agreement is entered into between the **City of Newberg**, 414 E. First Street, Newberg, Oregon 97132, hereinafter referred to as "Provider", and **Climax Portable Machine Tools, Inc.**, 2712 E. Second Street., P.O. Box 1210, Newberg, Oregon 97132, hereinafter referred to as "User". Provider maintains and operates an alarm system terminal at the City of Newberg Police Communications Center as a public service. Except as provided in Section 4a and Section 7 of this Agreement, User shall be charged \$150 for the installation of the alarm system module which would operate the alarm system terminal for User.

The parties agree that the terms for the installation of a terminal for an alarm system in the police communications center shall be subject to the following conditions and regulations.

1. Provider shall approve all Users connected with the alarm system terminal. Provider shall solely be responsible for the operation of the alarm equipment and module located at the City of Newberg Police Communications Center. Provider assumes no liability for the installation, operation or maintenance of the alarm system at the above-referenced User's address.

2. User shall be solely responsible for the acquisition of an approved alarm system and for its installation on its property and any contractual relationships with any telephone company for line service to the City of Newberg Police Communications Center.

3. User shall be responsible for the periodic maintenance of said alarm system and shall furnish Provider with a signed and executed contract of a responsible alarm company, or qualified technician, responsible for the routine maintenance of said system. Said contract shall also include terms for rendering corrective action upon notification by an authorized representative of Provider. A copy of the aforementioned agreement to provide said services shall be attached to this document.

4. In the event that Provider, or its employees or agents, responds to a false alarm emanating from User's equipment, the following rules and regulations shall be in effect:

- (a) In the event that three false alarms (of any kind) occur within a twelve month period, User shall be charged a minimum fee of \$50 for each and every false alarm violation thereafter, save and except the minimum fee for a false alarm resulting from a telephone line or alarm

equipment malfunction, or false alarm emanating from a nonprofit organization which may be waived by the Chief of Police.

- (b) A false alarm is hereby described and defined to be one which occurs without the police having discovered or determined that an unauthorized entry or criminal activity has occurred at User's premises. A determination by the Provider shall be conclusive and binding in regard to whether an alarm was false.

5. User shall furnish Provider with information on persons who shall readily provide access to said premises to investigate an alarm originating therein. This access shall be within the direct control and power of the Provider and shall not be subject to approval of a third party.

6. Provider assumes no liability or responsibility for its actions in responding to a false alarm in which entry to the User's premises is necessary to render said alarm inoperable. The installation of an alarm terminal is provided as a service to the public. Provider expressly denies the intent either by implication or by deed that any service could result in preferential treatment to any alarm received as compared to a complaint or alarm submitted by any other citizen.

7. In the event that alarm equipment provided by User continuously or frequently malfunctions, said malfunction shall be repaired at no cost to Provider, within twenty-four hours after notification to the User. Upon continuous or frequent malfunctions, Provider may, at its sole discretion disconnect the alarm system module without further notice to User. Upon said disconnection, Provider shall give verbal notification to the User, not later than the next working day, and shall further give written notice by mail to the official address provided by the User upon this agreement and said notice shall be made within five days from notification of the malfunction. A reconnection fee of \$10 will be charged if reconnection is made within 90 days of disconnection. Reconnection after a 90 day period will also be subject to any additional costs incurred in the reconnection.

Further, in the event Provider can no longer provide alarm system service to User, or User no longer requests the alarm system service provided by Provider, either party may terminate this agreement by providing thirty (30) days written notice to the other party at the above-referenced addresses.

8. Provider shall provide alarm system services to User beginning July 1, 1995 until so terminated by any term or condition contained in this Agreement.

9. Entry into this agreement and signature by the User indicates its approval and shall abide by the terms and conditions of this agreement. User shall

further hold Provider, its agents, employees and elected officials harmless for any damages arising from the alarm system service provided by Provider.

Dated this 12th day of June, 1995

CITY OF NEWBERG

CLIMAX PORTABLE
MACHINE TOOLS, INC.

Duane R. Cole 7/10/95
Duane R. Cole Date
City Manager

Bobbie Carter 7-10-95
Bobbie Carter Date
Director of Risk and Personnel

Robert I. Tardiff 7-12-95
Robert I. Tardiff Date
Police Chief

*Fire Alarm only, at this
time - Bk*

APPROVED AS TO
FORM AND CONTENT:

Terrence D. Mahr 7/13/95
Terrence D. Mahr Date
City Attorney