



MONROE CITY COUNCIL

Agenda Bill No. 20-138

SUBJECT:	Authorize Mayor to Sign Agreement with Sonitrol Pacific for Installation and Monitoring of Municipal Campus Card Reader Access & Security Systems
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/08/2020	Public Works	Jakeh Roberts	Jakeh Roberts	Consent Agenda #4

- Discussion:** 08/13/2019
Attachments: 1. Sonitrol Addendum Proposal
2. Sonitrol Agreement, Executed 8/2019

REQUESTED ACTION: Move to authorize the Mayor to Sign Addendum with Sonitrol Pacific for installation and monitoring of municipal campus card reader access & security systems in an amount not to exceed \$74,088; and expressly authorize a contingency amount up to twenty percent to address further minor revisions as deemed necessary or appropriate per Section 5 of the Procurement Policies & Procedures.

POLICY CONSIDERATIONS

The Revised Code of Washington Section 39.04.270 provides for certain software and services to be selected via a competitive negotiation process, rather than through traditional bidding methods. The City of Monroe Purchasing Policy states that projects with a cost of more than \$50,000 that utilize the competitive negotiation selection process shall be awarded by the City Council.

The policy question for the City Council is; should the City complete this capital replacement project and amend the existing security system monitoring agreement to include additional services until August of 2024?

DESCRIPTION/BACKGROUND

The security card reader door access system is obsolescent and needs to be replaced. Frequent system failures, limited parts availability, and the lack of qualified maintenance and programming support has led to extended periods of service outage, and created security and safety issues on multiple occasions over the past several years.

Vendor selection for this project was completed via a competitive negotiation process. City staff made contact with three commercial access control and security system vendors. Two of the vendors were deemed as qualified to provide ongoing monitoring management. Vendor proposals are summarized below:



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Vendor Name	System Management Type	Maintenance & Repair Services	Equipment Ownership at Closure of Agreement	Year 1 Cost Includes Capital Construction	Total Cost for Duration of Agreement
Sonitrol Pacific	Active system management \$1,087 monthly fee	Replace failed equipment, unlimited service calls with 24 hour response time, preventative maintenance, and full technical support	City of Monroe	\$34,956	\$74,088
Cooke Security Group	Passive System management \$510 Monthly fee	Excludes replacing failed equipment, 1 annual service call with 24 hour response time, additional calls are billed by time and materials, and limited technical support	City of Monroe	\$58,965	\$85,510

FISCAL IMPACTS

The adopted 2020 Budget includes \$50,000 in the Capital Facilities Plan for completion of this project. The initial first year total cost of construction, start-up, training, and monitoring is \$34,956.

Costs of ongoing system monitoring and maintenance have been included in draft budget document for 2021.

TIME CONSTRAINTS

The selected vendor (Sonitrol Pacific) typically requires 4-6 weeks of lead time to acquire materials and schedule installation. This project is expected to be completed during the 2020 calendar year.

ALTERNATIVES

Do not authorize the proposed addendum and provide direction to the Mayor and city staff to areas of concern.



Addendum: 36078-7-0
Date: July 27, 2020

Addendum

This Addendum to Client Agreement No. 31203-3 dated 8/13/2019 made this 27th day of July, 2020 by and between Sonitrol Pacific and Monroe Civic Campus located at 818 W Main St Monroe, WA, 98272 hereinafter referred to as "Client";

The Client Hereby requests and agrees to the following addendum:

City Hall

QTY	Description
6	Reprogram Card Reader
2	Move Card Reader
3	Sonitrol 18" Chassis
3	24v 40va Transformer with LED
6	Battery Back-Up
3	Sonitrol Quad 4 Access Module
3	Power Supply (w/ Locking Case)
1	Mullion Prox Reader
1	Lock & Exit Device Connection
1	Emergency Lockdown Button

Police Station

QTY	Description
7	Reprogram Card Reader
2	Sonitrol 18" Chassis
2	24v 40va Transformer with LED
4	Battery Back-Up
2	Sonitrol Quad 4 Access Module
2	Power Supply (w/ Locking Case)
1	Emergency Lockdown Button
1	Long Range RF Reader

Public Works

QTY	Description
7	Reprogram Card Reader
1	Connectors
1	Move Card Reader
1	FlexIP Board
3	Sonitrol 18" Chassis
7	Battery Back-Up
3	24v 40va Transformer with LED
1	Outdoor Siren
1	Cradlepoint Power Supply
1	4G Cell Back Up
1	WiFi Kit
1	Release Relay
3	Sonitrol Quad 4 Access Module
3	Power Supply (w/ Locking Case)
1	Mullion Prox Reader
1	Lock & Exit Device Connection
1	Emergency Lockdown Button

Public Works/Parks

QTY	Description
2	Reprogram Card Reader

Public Works/Parks

QTY	Description
1	Sonitrol 18" Chassis
2	24v 40va Transformer with LED
2	Battery Back-Up
1	Sonitrol Quad 4 Access Module
1	Power Supply (w/ Locking Case)
1	Lock & Exit Device Connection
1	Mullion Prox Reader
1	Emergency Lockdown Button

WWTP

QTY	Description
1	Reprogram Card Reader
1	FlexIP Board
2	Sonitrol 18" Chassis
3	Battery Back-Up
3	24v 40va Transformer with LED
1	Outdoor Siren
1	Cradlepoint Power Supply
1	4G Cell Back Up
1	Sonitrol Quad 4 Access Module
1	Power Supply (w/ Locking Case)
1	Mullion Prox Reader
1	Lock & Exit Device Connection

Investment Summary

Total System Investment: \$31,982.00
Monthly Investment: \$1,087.00

This proposal does not include sales tax, if applicable.
Client Owns all Equipment

All required permits will be billed separately

*Where proposal includes taking over previously installed card readers, it is assumed that existing lock work and card readers will test as functional; any necessary repair/replacement may be done at an additional charge.

CLIENT: Monroe Civic Campus

SONITROL PACIFIC:

Signature _____

Signature _____
Sonitrol Pacific Security Consultant

Printed Name _____

Date _____

Date _____

Signature _____
Sonitrol Pacific Division Manager

Date _____

This agreement shall not be binding upon Sonitrol Pacific unless approved in writing by a manager of Sonitrol Pacific. In the event of non-approval, the sole liability of Sonitrol Pacific shall be to refund to subscriber the amount that has been paid to Sonitrol Pacific by the client upon the signing of this addendum.

Sonitrol Pacific
 Federal Tax ID No. 91-1107170



Client Agreement No. 31203-3-0
Date: 07/08/2019

CLIENT NAME: Monroe Civic Campus PHONE: 3607946300

INSTALL AT: 818 W Main St Monroe WA 98272
Address City State Zip

BILL TO: Monroe Civic Campus 818 W Main St Monroe WA 98272
Name Address City State Zip

DEALER agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the Security System Quotation dated July 08, 2019 which becomes part of this Agreement.

All equipment is the personal property of the Dealer Client This agreement applies to: (check appropriate categories)

TELEPHONE CO. CHARGES INCLUDED: Yes No

Burglar Alarm Signaling Service Sprinkler Supervisory Signaling Service
 Hold-Up Alarm Signaling Service Access Control Service
 Fire Alarm Signaling Service Other

SPECIAL INSTRUCTIONS Installation of one Sonitrol SonaVision System. Full service warranty on all parts and labor for normal maintenance as long as Sound Security, Inc. provides the equipment and provides monitoring service, unless otherwise noted.

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:

INSTALLATION:	\$18,384	\$1,838.40	\$20,222.40	\$10,111.20	\$10,111.20
		Tax	Total	Down Payment	Balance Upon Completion
MONITORING:	\$335	0.00	335.00		Per Month Billed Monthly
	(Payable In Advance)	Tax	Total		Payment Mode

MONTHLY MANAGEMENT REPORT: Yes No COMMUNICATION LINK : , Internet

- Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.
- In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL DEALER BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.
- If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.
- DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than DEALER and any other cause beyond the control of DEALER, including interruption of electrical or telephone service.
- CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty, and that DEALER makes no representation or warranty, that the system supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on DEALER'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE SONITROL INDEPENDENT FRANCHISED DEALER. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN AND THAT DEALER IS A SONITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF SONITROL CORPORATION.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is: WA - Department of Labor and Industries

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/ SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS FROM THE DATE INSTALLATION IS COMPLETED. IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY 10 WEEKS AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY 7.00 WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED
 DEALER Sound Security, Inc.
 ADDRESS 1406 140th Place NE Suite 107
 CITY Bellevue STATE WA
 PHONE NO. (425) 641-8948 LIC. NO. SONITP*948D7

SUBJECT TO TERMS ON PAGE 2, INCLUDING PARAGRAPH 12.

Client SIGNATURE X [Signature]
 TITLE Mayor pro tem
 DATE 08/13/2019

SIGNATURE X [Signature] REG. NO. _____
(DEALER REPRESENTATIVE)
 APPROVED X [Signature] REG. NO. _____
(DEALER REPRESENTATIVE)