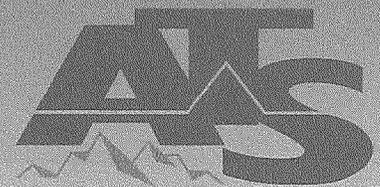




# **Kootenai County Sheriff's Office**

**SUPPORT SERVICES PROGRAM  
FOR YOUR BUILDING AUTOMATION SYSTEM**



**By and Between**

**ATS Inland NW, Inc.**  
9507 E. Sprague Ave.  
Spokane, WA 99206

**Kootenai County Sheriff's Department**  
5500 North Government Way  
Coeur d'Alene, ID 83815

ATS Inland NW, LLC. shall provide the services as outlined in this Support Service Program document dated March 27<sup>th</sup>, 2025, and the attached terms and conditions.

**Duration:** This agreement shall remain in effect for a term of one year beginning December 1<sup>st</sup>, 2025. Set for the annual amount stated below. Prior to the contract anniversary date, a representative from the Kootenai County Sheriff's Department and ATS shall reevaluate the facility needs and modify the support program services if required for any future services. Either party may terminate this Agreement with thirty (30) days written notice with current reconciliation of costs.

**Pricing:** For services outlined herein, the Kootenai County Sheriff's Department agrees to pay ATS Inland NW, LLC. the annual amount shown below, which will be billed quarterly in advanced invoices beginning December 1<sup>st</sup>, 2025.

	Annual	Quarterly
<b>Year 1 (12/1/2025 – 11/30/2026)</b>	\$25,192	\$6,298

*The pricing stated in this proposal is valid for sixty (60) days. Prices stated do not include applicable taxes.*

ATS believes that this proposal includes the best interests of Kootenai County Sheriff's Department and is based on your input. Please feel free to contact me directly at (509) 720-6235 with any questions. I appreciate the opportunity to provide you with this proposal and look forward to our continued involvement in maintaining your control system.

**Proposal accepted by:**

**Proposal submitted by:**

\_\_\_\_\_  
Print Name / Title

**Shaun Kimm**  
Service Sales Engineer  
ATS Inland NW

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order #

## **Terms and Conditions for ATS Provided Services Agreement and Service Support Agreements**

The following Terms and Conditions are attached to and form an integral part of the Provided Services Agreement (PSA) for ATS Automation, ATS Inland NW, ATS Rocky Mountain, ATS WayPoint and ATS Integrated Solutions (referred to here as "ATS").

### **1. The Scope**

This Agreement, when accepted in writing by the Customer and approved by an authorized representative of ATS, shall constitute the entire agreement between the parties. It may only be amended by a written document signed by both ATS and Customer. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions of this agreement shall remain in full force. The terms and conditions set forth herein shall supersede, govern and control any conflicting terms found elsewhere in the ATS Services Proposal. Neither party may assign this Agreement without the prior written consent of the other party however, this ATS company may assign this agreement to any of its affiliated ATS companies.

The term of this agreement will begin on the Start Date as specified in the ATS Provided Services Proposal and continue for the period of time as agreed. At the end of the term of the agreement, the PSA will automatically renew for successive one-year periods with an annual increase of 3% unless otherwise stated in the Services Proposal, or, as otherwise agreed to by ATS and the customer in writing at least 30 days prior to the end of the term. Either party may terminate or amend this agreement at any time by giving the other party at least 60 days written notice of such amendment or termination.

This agreement only relates to the systems, equipment and software identified in the List of Covered Equipment or List of Covered Systems in the Provided Services Proposal and it assumes the systems, software and equipment covered are in maintainable condition. If upon initial inspection by ATS, it is found that repairs are required, ATS will propose a scope of work to make the repairs. If Customer declines to have ATS make the repairs, that equipment will be removed from the equipment covered in the ATS PSA and an adjustment in price to the PSA will be made.

The customer, at no cost to ATS, agrees to:

- A. allow ATS to control/operate all systems and equipment necessary to perform the services.
- B. provide access to areas of the facility as necessary to complete the Work.
- C. take immediate action in the event of a system failure to reasonably and safely protect life and property and until such time that ATS has remedied the situation and notifies the customer that the systems are operational.
- D. designate a contact person with authority to make decisions for Customer regarding the PSA and provide sufficient information for ATS to contact such person in an emergency. If such a person cannot be reached, any request for Service or any decision made by a person at Customer's premises will be deemed authorized by Customer, and ATS will, at its discretion, act accordingly.

### **2. Pricing, Invoices and Payments.**

- Pricing is good for 30 days unless otherwise stipulated.
- Payments are due within 30 days of the invoice.
- Sales tax is not included in the price and will be added to the price on the invoice.
- If payment is not received when due, then ATS may suspend any further work until payment is made. ATS may charge 1.5% interest per month (or the maximum allowed by law) plus any related costs such as collection or attorney fees and pursue any legal remedies to collect what is owed.
- All other services performed but not included in the scope of the SSA will be billed on a time and materials basis at labor rates that are in effect at the time that the work is performed.

### **3. Customer Data.**

For the provision of the ATS Services, it is expected that ATS may require access, from time to time, to data supplied by the Customer related to the operation of the Customer's HVAC system and utility consumption ("the Customer Data"). ATS acknowledges that the Customer shall own all such Customer Data and that it shall acquire no right, title and interest in and to the Customer Data through provision for the ATS Services. The Customer hereby grants to ATS an unlimited, nontransferable, non-assignable right to:

- A. Use Customer Data to provide the ATS Services
- B. Access, copy, display, reproduce, and transmit the Customer Data, solely for the purpose of providing the ATS Services to the Customer
- C. Use Customer Data to debug software problems and provide technical support to the Customer; and use Customer Data in an aggregated and anonymized form for ATS' internal purposes to optimize and improve the ATS Services

### **4. Warranty**

Equipment, products, or services installed by ATS in the scope of performing these services shall only carry the warranty as is provided by manufacturer which ATS assigns to the Customer. ATS will use all reasonable efforts to assist the Customer enforcing any such third-party warranties. Labor provided by ATS for all services under this PSA is warranted for a period of 90 days after the work is performed.

The warranty will be void if the work or related equipment is:

- A. repaired or altered by any person other than an ATS employee or its authorized representative.
- B. subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per ATS's or the manufacturer's instructions or otherwise subjected to improper maintenance, negligence or accident.
- C. damaged because of any use of the equipment after the customer has, or should have had, knowledge of any defect in the equipment.

### **5. Insurance**

ATS shall provide the following insurance coverages during the term of this agreement:

- Commercial General Liability \$1M/occurrence & \$2M aggregate
- Excess Liability \$4M/occurrence & \$4M aggregate
- Worker's Comp & Employer's Liability Statutory Limits

### **6. Limitation of Liability & Indemnification**

- A. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.
- B. SUBJECT TO SECTION 6.A, IN NO EVENT WILL ATS OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, (I) LOSS OF REVENUE OR ANTICIPATED PROFITS (WHETHER DIRECT OR INDIRECT) OR (II) LOST BUSINESS OR (III) LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF ATS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
- C. SUBJECT TO SECTION 6.A, THE TOTAL LIABILITY OF ATS OR ITS SUPPLIERS, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, FIVE (5) TIMES THE FEES PAID TO ATS HEREUNDER IN THE TWELVE-MONTH PERIOD ENDING ON THE DATE THAT SUCH CLAIM IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- D. Indemnification. The customer shall indemnify and hold harmless ATS, its officers, agents, employees, and third-party suppliers from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of, or arising out of, or resulting from, any failure to perform or comply with these Terms & Conditions or the ATS Services Proposal.

### **7. Disputes**

This agreement shall be governed by the laws of the state in which the work is performed. In the event of any dispute between ATS and Customer, the parties shall first attempt to resolve the dispute in the field. If that is not successful, then a meeting shall take place between authorized officers of each company to settle the dispute. If that is not successful, then the dispute shall be decided by binding resolution using mediation or arbitration conducted in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association.

### **8. Cancellation Fees**

Cancellation Fees for Multi-Year Agreements are as follows:

- Cancellation within Year 1: 75% of Agreement Price
- Cancellation within Year 2: 50% of Agreement Price
- Cancellation within Year 3: 25% of Agreement Price

## 9. Nondiscrimination Provision

### A) Nondiscrimination Requirement

During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated to any applicable laws pursuant to the State in which the project is located. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

### B) Obligation to Cooperate

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to any applicable laws pursuant to the State in which the project is located.

### C) Default

Notwithstanding any provision to the contrary, ATS may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to any applicable laws pursuant to the State in which the project is located. Any such suspension will remain in place until ATS receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in

discrimination identified at any applicable laws pursuant to the State in which the project is located.

ATS may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in any applicable laws pursuant to the State in which the project is located.

The contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

### D) Remedies for Breach

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under any applicable laws pursuant to the State in which the project is located. ATS shall have the right to deduct from any monies due to the Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe ATS for default under this provision.

Version updated April 2024