



Branch:	66955	Sales Representative:	Jared Hansen	Today's Date:	12/18/2025
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Customer Information			
Business Name:	City of Everett Parks & Facilities	Phone:	(425) 257-8846
Address:	3200 Cedar St EVERETT, WA 98201	Billing Address:	3200 Cedar St EVERETT, WA 98201
Customer No:	760059212	Sales Agreement No:	892241436

ANY AND ALL SERVICES PROVIDED BELOW ARE DEFINED IN AND SUBJECT TO THE MASTER TERMS AND CONDITIONS

This Change Order is intended to be made a part of that certain Schedule of Protection, Proposal and Sales Agreement ("Agreement") between Everon LLC, ("Everon") and the Customer listed above for service at the location(s) listed below.

The Customer hereby agrees to pay Everon, its Agents or Assigns, the sum of **\$34.98** plus any applicable taxes. In addition, Customer agrees to pay Quarterly in advance the additional sum of **\$0.00**. Customer agrees to pay the total Licenses and Permit Charge of at the time of sale.

The parties agree that the Agreement of which this Change Order is made a part is and shall remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this Change Order.

To the extent that there is any conflict or inconsistency between the master terms and conditions and this change order, the terms and conditions of this change order shall control.

Reference use of NASPO ValuePoint Contract: #99SWC-NV23-16259 "Security & Fire Protection Services" and WA State Contract WA DES 24223

Site Location Information			
Location Name:	Municipal Court		
Address:	3028 Wetmore Ave Everett, WA 98201	Phone:	(425) 257-8903
Site #	194038719	Job #	301078056

System Design Information			
System Design Name:	Municipal Court - Judge's Exit Doors	Job #:	301078056
Equipment Ownership:	Outright Sale		

Equipment List	
Qty	Description
-1	Pw7000 Intelligent Controller Max 64 Doors Wsub Panels
-1	32 reader lic add-on
-2	PW7000 Dual Reader Board
-1	150W 12&24 8LK 8AUX PL E8H
1	Mercury (Series 3) Two Door Intelligent
2	Mercury Series 3 two reader board Access Mercury Director LK



Summary of Charges	
Equipment & Installation Total	\$34.98

Scope Of Work

Change Order 1 for Locking Hardware Changes

Below is a list of discussed changes based on site walk 12/16/2025

- Upgrade of LifeSafety power supply to support 16 doors of mercury equipment.
- Removal of Honeywell controller and two expansion boards.
- Addition of mercury PWLP1502 and two PWMR52-S3B control boards.
- Removal of three subcontractor supplied and installed electric strikes.
- Addition of three Everon supplied and installed magnetic locks. (Please note customer is responsible for AHJ approval)
- Removal of 32 reader add on license.

Everon will provide:

- Design Engineering
- Equipment, Freight, and Installation (see below Everon provided equipment)
- Programming, Testing and Commissioning
- Project Close-out
- Equipment Warranty (Everon provided equipment)
- Work to be performed
- 7AM - 4:30PM Monday - Friday

In the Equipment Schedule below, we have noted the locations in your facility where work will be done and equipment will be installed.

*Revit RVT format also available. Additional costs for labor and coordination will apply.

**Everon requires AutoCAD 'DWG' background files to produce the Security Design Drawing Package. We are able to convert other file formats including Adobe 'PDF' files, but understand that the conversion of such files may take additional time and expense.

Everon To Provide: Provide and Install (3) Access Controlled doors. Subcontractor to Provide locks, change existing Crash Bars (REX and contacts) Readers on both sides of doors. Crash bars have 30 second delay, Access Control will

allow 30 second delay exception for Judges. Run Composite wire to Head-end location, (1) power supply to power locks, connection to fire system to drop locks on fire is 30 ft. away from head-end.

PRICING: If Everon's cost of products sold under this agreement is increased by: (a) any government action, executive order, tariff, duty, tax, or other government-imposed fee; (b) foreign currency exchange variation; and/or (c) other increased cost of third-party supplies, labor, and/or Products, then

Everon shall have the right to increase pricing in the amount equal to the increased cost of products. If applicable, Everon shall have an immediate right to a change order for any such cost and price increase. The timing and effectiveness of any such price increase is separate from and in addition to

any changes to pricing that are affected by any other provisions in this Agreement

Client to provide:

- Access to work areas during normal business hours
- Network connectivity, open network port, POE ports, IP schema
- 120VAC connection to new power supply
- Fire-treated plywood backboard and wall space for new power supply
- Card credentials
- Remote access to existing Pro-Watch software for programming

General Notes and Exclusions

The following details are general notes and exclusions based on the project summary.

1. Equipment changes or location changes due to CUSTOMER request, or if necessary, for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.
2. All installation labor, final connections, and testing under this proposal shall be performed during normal business hours and normal workdays. Normal business hours are Monday through Friday 8:00 AM to 5:00 PM. If work is required to be completed outside of normal business hours, a change order will be presented to the customer's representative.
3. All 110 VAC Class 1 electrical power provisions and terminations, at required locations, to be provided by others, unless specified as provided by EverOn in this scope of work.
4. Cable path including Cable tray, raceway, conduit, pull boxes, back boxes, and pull strings are. to be provided by others. Cable will be installed in existing data cable trays or exposed and be suspended to building structure. We assume that our technicians will be able to utilize established cable paths/trays. If required, cable trays, ducts, coring, sleeves, and fire sealing provided by others.
5. When conduit and/or wire mold may be used to route the system cable in exposed areas only. Painting is not included.
6. Locating or identifying existing buried infrastructure or raceway is excluded.
7. Electrified door hardware, electric locks, door closers, and associated door hardware are excluded, unless specifically included in our scope of work and /or equipment list.
8. Cores, cylinders, and keys are excluded.
9. Connection to building/facility fire alarm for the purpose of releasing locking hardware, handicapped and/or revolving exit doors excluded in this proposal, unless indicated in scope of work section
10. Pre-manufactured frames and doors, pre-drilled, prepped for security devices i.e., transfer hinges, surface mounted DPS, REX, frame/door mounted electronic strikes, magnetic locks, etc by others.
11. Secure onsite indoor storage location for EverOn materials, if required, for scope parts/pieces, cable, toolboxes, tools, ladders, carts, and miscellaneous equipment to be provided by others.
12. PCs, servers, additional workstations, clients, or other required network equipment, that are to be provided by others, must meet the security software manufacturer's minimum configuration standards.
13. Network switches, routers, network and telephone connections, jacks, IP addresses and pathways onto the corporate network are not included in this Proposal. EverOn will coordinate these items with client and/or other project stakeholders.
14. Interconnection between EverOn provided equipment/networks and the customer's network shall be by Customer unless specified in the scope document.
15. All Operating System, SQL, and other enterprise software to be provided by others unless noted specifically this document.
16. Additional software licensing or system upgrades (Software Licensing) are excluded unless noted in scope of work.
17. Antivirus subscriptions or installation, firewall configuration and installation, software maintenance or updates, operating system maintenance or updates, database maintenance, updates or backups, or network/software hot fixes or patches are excluded unless noted in scope of work.
18. All back-up power and UPS units / systems to be provided by others, unless specifically stated in our scope of work.
19. All consoles, furniture, and equipment racks to be provided by others unless noted otherwise.
20. Client will allocate dedicated wall space for EverOn to mount our equipment such as control panels, processor panels, low voltage power supplies, communications equipment. Typically, this is a contiguous wall space of at least four (4) feet wide and floor-to-ceiling height. Plywood mounted / painted at this location to be provided by others.
21. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in our scope of work or required by project specifications. If so, included in scope or required by specifications, any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only, unless specified, in contract, to be provided by other media means.
22. This proposal only includes the equipment and software noted in the attached equipment list and/or scope of work description. This design is intended to meet end user requirements, however, in the event of a discrepancy; this document shall prevail over all others.
23. Any existing equipment to be reused is limited to that included on our scope of work and equipment list. This equipment is presumed to be in working order and have capacity to accommodate additions or modifications to the respective systems. We assume no responsibility for warranty of existing equipment to be reused, nor any consequential damages or project delays due to any failures.
24. Systems Programming and Integration scope of work limited to equipment and/or software included in scope of this proposal.
25. Data entry of Client specific system information or cardholder data is excluded.
26. This proposal excludes any custom database work, custom development of Graphical User Interfaces, and Maps unless

- specifically stated in our scope of work.
27. We have allowed for systems training, by EverOn staff, if specifically noted in the scope of work. Additional training is available as an option at additional cost.
 28. We anticipate that for most equipment, delivery will occur within two (2) to four (4) weeks from date of order. Installation will normally commence upon receipt of equipment or on a mutually agreed subsequent date.
 29. The exact location for all components will be field verified with representatives from EverOn and client or a designee (i.e., Architect, General Contractor, etc.).
 30. Our proposal does not make allowance for hidden conditions, hazardous materials, or asbestos abatement.
 31. EverOn will make every effort to minimize any applicable existing system down time during installation. We will work with the client to schedule the down time.
 32. Roof penetrations, elevator interface, cutting, patching, and painting, blocking, reinforcement, removal and dump fees, utility charges, demolition of existing equipment or cabling, coordination with utilities, connection to fire alarm or life safety systems and system monitoring, if applicable, are not included unless specifically stated. To be provided by others.
 33. Performance and Payment Bonds, Overtime, Shift Premiums and Prevailing Wages are excluded unless specifically included in the scope of work.
 34. EverOn reserves the right to subcontract all or part of the works as necessary to complete the project per contract.
 35. It will be the Customer's responsibility to provide any special protective clothing or equipment necessary to work in hazard areas.
 36. Security Escorts, where required, will be the responsibility of the Customer and are not included in the costs of this project.
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- 38.

Reference use of NASPO ValuePoint Contract: #99SWC-NV23-16259 "Security & Fire Protection Services"

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Inclusions/Exclusions

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

CUSTOMER will be responsible for providing and installing one telephone line and jack (RJ31X) within 6 feet of the intrusion alarm panels, unless using IP DACT or Sole path Cellular unit or Radio.

CUSTOMER will be responsible for providing IT support for Firewall and Port opening on their network when using an IP device. Unless specifically identified in the scope of work, the estimated cost for the electrical permit or lift rental is not included in the final prices. These costs will be billed to the CUSTOMER separately.

CUSTOMER will be responsible for providing updated drawings of the facilities. If the new drawings reflect changes not identified in the original proposal additional charges will be incurred by the CUSTOMER.

CUSTOMER will be responsible for City, County and State alarm permit fees.

Everon will perform the installation, conduct tests and inspections during normal business hours and days: 8AM to 5 PM Mon-Fri. using standard labor rates excluding Union and prevailing wage rates.

CUSTOMER will be responsible for providing two dedicated loop start telephone lines at location of Fire Alarm Control Panel per NFPA 72 guidelines.

CUSTOMER will be responsible for providing a dedicated 120 VAC Power Circuit at location of Fire Alarm Control Panel per NFPA 72 guidelines

Equipment changes or location changes due to CUSTOMER request, or if necessary for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.

Connection To Existing Equipment: It is mutually understood and agreed that Everon assumes no responsibility whatsoever for

the maintenance, operation, non-operation, actuation, non-actuation or needless or erroneous actuation of the existing equipment; that service may be terminated by Everon in the event the existing equipment is not in good working operating condition and Everon shall not be liable for any damage of subject to any penalty as a result of such termination. Any repairs to or replacement of existing equipment at the time of reconnection will be charged to the customer on a time and materials basis at the prevailing rates.

CUSTOMER shall provide all conduit and raceways with pull strings. All conduits/raceways will have pull boxes installed maximum 150' apart, and conduits/raceways will terminate in an appropriate electrical box.

CUSTOMER is responsible for any patching, painting, replacement of ceiling tiles, and wall coverings.

Proposal Excludes:

All Penetrations and Sleeves

Area of Refuge/Rescue

Conduit, raceway, wire supports and boxes

HVAC devices or cabling

120V connections

Smoke Dampers

Fire Proofing, cutting, patching or painting

Demolition/Underground Work

Fire Printer · UPS

Vesda, Door Holders, & Smoke Control

After Hours, Weekend, or Holiday Labor

Cable Trays & Knox Boxes

Any additional work not listed above

Proposal Includes:

Fire alarm includes (1) permit ONLY additional/revised permitting requires a change order.

Fire alarm price is subject to change per sprinkler system.

Engineering, including project drawings, equipment submittals, as-built drawings and Operation & Maintenance manuals.

Installation of wiring, devices, specialty back-boxes and panels during normal business hours.

One-year warranty on all components, material and installation.

(Includes on-site training only; No Travel is included; Training provided by Everon Staff)

Standard Freight and Delivery.

Everon is not responsible for any items or details not shown that may affect the system concept or design. Any changes in design concept, any additional devices required by State or Local Code, the Authority Having Jurisdiction or Fire Marshall will affect this price accordingly. AutoCAD Background Drawings shall be provided at no additional cost to Everon. There is an extra charge for after hours or weekend labor and any additional devices not shown. Additional devices and labor will be provided upon receipt of an approved change order.

CUSTOMER agrees that at this time, the availability and price of certain Materials and Commodities ("Material") worldwide, including but not limited to, chip components, oil, gasoline, steel, aluminum and plastic products can be extremely volatile. Everon guarantees the pricing in this proposal for no more than the next thirty (30) days from the date of this Proposal. Customer further agrees that should the cost to Everon of the Materials required for this Project rise after the thirty (30) day period, Everon reserves the right to reasonably reassess the cost differential and add any increase to the above pricing.

CUSTOMER agrees that at this time, the availability and price of certain Materials and Commodities ("Material") worldwide,

including but not limited to, chip components, oil, gasoline, steel, aluminum and plastic products can be extremely volatile. Everon guarantees the pricing in this proposal for no more than the next thirty (30) days from the date of this Proposal. Customer further agrees that should the cost to Everon of the Materials required for this Project rise after the thirty (30) day period, Everon reserves the right to reasonably reassess the cost differential and add any increase to the above pricing. Design & Bid is based off plans listed in this proposal. Any changes made by the owner, GC, EC and/or the AHJ may result in additional costs.

If Everon's cost of products sold under this agreement is increased by: (a) any government action, executive order, tariff, duty, tax, or other government-imposed fee; (b) foreign currency exchange variation; and/or (c) other increased cost of third-party supplies, labor, and/or Products, then Everon shall have the right to increase pricing accordingly. If applicable, Everon shall have an immediate right to a change order for any such cost and price increase. The timing and effectiveness of any such price increase is separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

Group Purchase Organization (GPO) Information

The terms and conditions of NASPO ValuePoint Master Contract #99SWC-NV23-16259 "Security & Fire Protection Services" and WA State Contract WA DES 24223 apply in addition to the Everon standard terms and conditions. In the event of a conflict of terms, the NASPO ValuePoint Master Contract #99SWC-NV23-16259 and WA State Contract WA DES 24223 terms will prevail.

Pricing above is as of the date of this Proposal and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this proposal. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.

Terms and Conditions

All prices quoted and any other offers made in this Proposal are based upon the terms herein and valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn, and this Proposal shall be void. The following terms and conditions noted with an X are incorporated into this Proposal and Sales Agreement:

- | | |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> General Terms and Conditions | <input type="checkbox"/> Product-Specific Terms: Sprinkler and Suppression Services |
| <input type="checkbox"/> Product-Specific Terms: Extended Service Plan | <input type="checkbox"/> Product-Specific Terms: EAS and Security Gates |
| <input type="checkbox"/> Product-Specific Terms: Inspection and Testing Services | <input type="checkbox"/> Product-Specific Terms: Third-Party Services |
| <input type="checkbox"/> Product-Specific Terms: Monitoring Services | <input type="checkbox"/> Product-Specific Terms: Rented or Financed Products |
| <input type="checkbox"/> Product-Specific Terms: ATM Products and Services | <input type="checkbox"/> Product-Specific Terms: Special Business Risk Provisions |

GENERAL TERMS AND CONDITIONS ("GTCs")

1. Charges, Invoicing, and Payment

A. Invoices. Everon shall issue invoices directly to Customer for amounts owed to Everon ("Charges"). Everon shall issue invoices to Customer on the following schedule:

- i. For ongoing Services under a contract term or on a month-to-month basis ("Recurring Services"), Everon shall issue invoices quarterly in advance.
- ii. For projects requiring installation of Products and that have a written schedule of values, Everon shall issue invoices as set forth in the schedule of values; or if no schedule of values exists, Everon shall issue invoices over time on a progressive basis to reflect Everon's estimated percentage of work completed, which may, in Everon's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors ("Percentage of Work Completed").
- iii. For all other Products or Services, Everon shall issue invoices upon delivery of the Product or completion of the Service.

B. Payment. Customer shall pay each invoice in full within thirty (30) days of the date of the invoice, without discount, set-off, or deduction. Any acceptance by Everon of a partial payment shall not be construed as a waiver of Everon's right to receive any unpaid portion of an invoice. Customer shall make payment via wire, automated clearing house, check, or such other manner as may be agreed upon by Everon and Customer. If a payment due date falls on a weekend or any bank holiday, payment must be made on the next available banking day.

C. Past Due Amounts. Past due amounts shall accrue interest at a rate of two percent (2%) per month compounded or the maximum rate allowed by law, whichever is less. All overdue payments received from Customer shall first be applied to interest and collection costs before they will be applied to any principal amounts. Everon shall be entitled to recover from Customer any costs of collecting past due amounts, including reasonable attorneys' fees.

D. Charges. Charges for Products are determined on a per-order basis and are valid for thirty (30) days from any written proposal. Charges for any Products ordered by Everon or Customer more than thirty (30) days after the date of the Agreement shall be at Everon's then-current prices. After the first year of the term of any Services, but no more frequently than once in any twelve (12) month period, Everon may increase the Charges, effective upon thirty (30) days prior written notice, by an amount not to exceed the United States Consumer Price Index increase over the preceding twelve (12) months plus four (4) percent.

E. Delays. Everon shall be reimbursed for all costs incurred by Everon or its subcontractors due to actions by Customer or any of Customer's vendors or customers that alters or delays the Services, whether before, during, or after Everon has started performing the Services. Any delays other than Force Majeure (as defined in Section 11, below) that cause Everon to incur more labor or overtime hours to complete the Services than originally bid will be the subject of an equitable adjustment to the Charges. Everon will give appropriate notice when possible to the Customer prior to either the Customer or Everon incurring such charges.

F. Taxes and Fees. Charges do not include any applicable taxes. The Customer shall pay the Charges, and as applicable the following:

- i. All applicable taxes, assessment, duties, fees, or charges now or hereafter levied by any domestic or foreign government or instrumentality thereof ("Taxes") related to the Products and Services, other than Taxes based on Everon's net income;
- ii. Any false alarm fines or Taxes imposed by any government, instrumentality thereof, law enforcement agency, or other public safety Authority Having Jurisdiction ("AHJ") or costs for additional or modified Products or Services required by any AHJ;
- iii. All charges related to telecommunication services required for the Products or Services to function, including expenses or costs required to modify or replace Products or Services to comply with changes made by or affecting telecommunication or related services required for the Products or Services to function;
- iv. Any costs and service charges for Everon to repair or replace Customer-owned equipment necessary for Everon to provide the Products or Services;
- v. A service charge for (a) Everon to respond to a service call or alarm signal caused by Customer error, including, but not limited to, operating Products contrary to Everon instructions; (b) if Customer cancels an installation or service appointment less than forty-eight (48) hours prior to Everon's deployment of personnel to the Premises; (c) any use of third-party portal for invoice, order, or service or transaction management requested by Customer; or (d) Customer's use of credit card to make payment on any invoice.
- vi. If payment and performance bonds are required by Customer, then Customer shall pay an administrative fee; and
- vii. Everon may, **after providing notification and documentation to the City of such charges**, issue surcharges in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party supplies, labor, and/or Products, (c) impact of government tariffs or other actions, and (d) any conditions that increase Everon's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

2. Products and Installation

A. Timing. If the Agreement calls for the installation of any Products by Everon ("Installation"), then Everon will use commercially reasonable efforts to complete the Installation within the timeframe set forth in the Agreement, or if no timeframe is set forth, within a reasonable timeframe. Unless agreed otherwise in writing, Installation shall be during Everon's normal business hours. If no such agreement is made and Customer requests the Installation be performed outside Everon's normal business hours, Monday through Friday (excluding holidays), then additional charges will apply. Within 5 days of completion of the Installation, Customer shall either provide final acceptance of the Installation or identify in writing any corrections required (if no written corrections are provided, Customer will be deemed to have provided final acceptance). If Customer is past due on any invoices at the time Installation is completed, activation of Products may be delayed until past due amounts are paid, at Everon's sole discretion, to the extent permitted by any applicable laws or regulations.

B. Compliance. Customer is responsible for providing the necessary specifications, drawings, designs, or instructions for the Installation and for ensuring they comply with all applicable codes and ordinances. Unless agreed in writing otherwise, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the Installation. Customer shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority relating to the Installation.

C. Products Ownership. Title and risk of loss to Products sold to Customer under the Agreement shall transfer to Customer upon the earlier of (i) receipt of the Products by Everon or (ii) delivery of the Products to Customer. If Products for an Installation are received by Everon prior to the commencement of Installation, then a fee for Products storage shall be added to the Charges. Customer shall retain title to all Customer-owned equipment that Everon utilizes to provide Services.

D. Substituted Products. If any Product becomes unavailable or discontinued after a Customer order and before Installation, then Everon may substitute an equivalent Product, upon written notice to Customer. The Charges shall be adjusted for any price difference for such substituted Product.

3. Warranty

A. General Warranty. Subject to the exclusions stated herein, and in addition to any product-specific warranty terms or exclusions set forth in the Product-Specific Terms, Everon provides the warranties below. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW OR IN THE PRODUCT-SPECIFIC TERMS, EVERON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

i. **Products Warranty.** Products installed under this Agreement are warranted against defects in material or workmanship for the warranty period stated above, or if no such period is stated, then for ninety (90) days from installation by Everon. Defective Products will be repaired or replaced at Everon's option.

ii. **Services Warranty.** Everon warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. If any Services fail to comply with the foregoing standard within the warranty period stated above, or if no such period is stated, within ninety (90) days from the date Services are completed, then Everon will re-perform the non-complying Services during normal business hours, at no additional charge.

B. Limitations and Exclusions.

i. Everon shall perform warranty services during normal business hours (9am to 5pm local time), Monday through Friday, excluding Everon holidays. Customer requests for Everon to perform warranty services outside these hours may result in additional charges.

ii. Everon is not responsible under any warranty for any defect in Products or Services caused by: (a) damage or alterations to the Products or Premises caused by or resulting from any Force Majeure event (defined herein) or the actions or omissions of any third party, whether intentional or unintentional; (b) Customer's failure to follow Products' operating instructions; (c) Customer's failure to provide ordinary care and maintenance to the Products; (d) battery failure or the Products otherwise losing power supply; (e) telecommunications malfunctions or modifications that render it incompatible with the Products or Everon's central station; (f) failure of devices or components designed to fail in order to protect the Products, including but not limited to fuses and circuit breakers; (g) changes requested by Customer after Installation acceptance, including but not limited to adjustments to camera alignment or settings, monitor settings, or other items subject to discretion, after Installation and acceptance by Customer; (h) Customer's use of Products in combination with equipment or software not supplied by Everon, or changes in any of Customer's systems connected (e.g. HVAC) that are connected to the Products but not supplied by Everon; (i) repair of Products for which replacement parts or components are no longer available due to obsolescence or end-of-product life; (j) replacement of Products that are at the end-of-product life, obsolete, and/or are no longer supported by the manufacturer; and (k) normal wear and tear.

iii. To the full extent permitted by law, all warranties shall become voided immediately if Customer permits any person or entity other than Everon, Everon's employees, or Everon's agents to perform maintenance or service to the Products without Everon's prior written approval.

4. Customer's Obligations

A. Customer's Representations and Warranties. Customer represents and warrants that:

- i. Customer owns or leases any equipment Customer provides or allows Everon to use;
- ii. Customer has legal authority to authorize Everon to (a) install Products, (b) use, modify, or connect to previously installed equipment, and (c) provide Services to the Premises;
- iii. Customer will comply with all laws, codes, and regulations related to this Agreement, or to the Premises, the Products, and Services, including but not limited to any applicable requirements regarding notice of and/or consent to the use of video and/or audio recording devices;
- iv. the Products and Services are ordered for commercial purposes and not for personal, family, or household purposes;
- v. Customer's entry into this Agreement will not breach, violate, or interfere with any other contract or third-party's rights;
- vi. the Premises comply with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions; and
- vii. if any Services require payment of a prevailing wage under federal or state law, Everon **shall have the sole responsibility to ascertain the applicable prevailing wage** prior to the start of work.

B. Customer's Responsibilities.

C. Responsibilities regarding Products. Customer agrees to (a) instruct all users on the Products' proper use, (b) test the Products' protective devices and send monthly test signals through the Everon customer portal, (c) turn off, control, or remove all HVAC systems that interfere with alarm detection service, (d) notify Everon immediately upon discovering a defect in the Products, (e) obtain and keep current all necessary permits and licenses required for the Products, and (f) pay all usage fees imposed by any AHJ in connection with the Products.

D. Responsibilities regarding the Premises. Customer agrees to (a) permit Everon to have reasonable access to the Premises during Everon's normal business hours, (b) cooperate with Everon to obtain any necessary consents and waivers from the Premises owner, if not the Customer, relating to the installation or operation of the Products, or the provision of the Services, (c) supply and maintain all supplemental equipment and facilities necessary for any installation or operation of Products or Services, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, bypass or switch units, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed, and (d) remediate any materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any AHJ ("Hazardous Materials") upon discovery by Everon, prior to Everon continuing work at the affected Premises.

5. Risk of Loss. Everon shall bear the risk of loss or damage to Products until delivery to the Premises. Everon shall be responsible for loss or damage to the Products during testing or installation only to the extent such loss or damage is directly caused by Everon. Customer shall be responsible for security and proper storage of Products after delivery to the Premises and shall bear risk of loss for Products on Premises unless the loss is directly caused by Everon.

6. Termination

A. Termination by Everon.

- i. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, upon thirty (30) days' prior written notice, if: (a) Customer fails to follow any recommendations Everon may make for the repair or replacement of defective or discontinued Products not covered under Warranty or an Extended Service Plan; (b) Customer fails to follow the operating instructions provided by Everon; (c) the Products generate excessive false alarms due to circumstances beyond Everon's reasonable control; (d) in Everon's sole opinion, the Premises in which the Product is installed becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service impractical or impossible; (e) in Everon's sole opinion, continuation of the Agreement is impractical or impossible under the circumstances; or (f) Everon is unable to obtain or continue to support technologies, communication facilities, or Products or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available.
- ii. Everon may terminate the Agreement or any Service(s) provided thereunder, without penalty, immediately upon written notice, if: (a) Customer fails to cure any breach of this Agreement, including failure to make payments when due, within thirty (30) days of receiving written notice of such breach; (b) any representation by Customer herein or in any other agreement it has with Everon is materially untrue; (c) Customer breaches any warranty contained herein or in any other agreement it has with Everon; (d) Customer denies Everon reasonable access to Everon-owned Products located at any Premises; or (e) Customer becomes insolvent, becomes a debtor in a bankruptcy or other insolvency proceeding, makes an assignment for the benefit of its creditors, or has a receiver or trustee appointed for Customer or its assets.

B. Termination by Customer.

- i. If Everon has materially breached the Agreement, and that breach is not cured within thirty (30) days after Everon receives written notice of the breach, then Customer shall have the right to terminate the Agreement or any Service(s) upon written notice, without penalty.
- ii. Customer may terminate Services provided at any individual Premises, upon thirty (30) days' prior written notice, if Customer sells or otherwise ceases owning or occupying an individual Premises, other than through merger or change of control transaction.

C. Effect of Termination or Expiration.

- i. Upon termination or expiration of the Term, all Services provided under the Agreement shall terminate.
- ii. All Charges due from Customer to Everon shall become immediately due and payable on the date of termination or expiration, including (a) all Charges for Services or Products rendered prior to the effective date of termination or expiration, (b) the percentage of Charges for Installation equivalent to the Percentage of Work Completed as of the effective date of termination or expiration, (c) the costs for any materials, goods, equipment, or Products purchased or allocated for Customer by Everon prior to notice of termination, and (d) any other costs incurred by Everon in reliance on or on behalf of Customer, prior to the effective date of termination or expiration.
- iii. If the termination is for any reason other than those permitted in 6.B, then in addition to all fees due under the Agreement for Products and Services rendered prior to termination, Customer shall pay an early termination charge equal to the sum of monthly charges for Recurring Services for the remaining duration of the term of such Recurring Services.
- iv. Upon the expiration of the term of any Recurring Services ordered under this Agreement, such Recurring Services shall automatically renew on a month-to-month basis under the terms of this Agreement until terminated by either party by giving no less than thirty (30) days' prior written notice.

7. Limitation of Liability

A. Alarm Event Limitation. The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL ASSUME NO RISK OF LOSS AND HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, WARN OF, TERMINATE, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event.

B. Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, WHETHER SUCH CLAIM FOR DAMAGES IS BASED ON TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT ANY TIME PRIOR TO OR DURING THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.

C. Liability Cap. WITHOUT LIMITING THE FOREGOING SECTIONS, IN NO EVENT SHALL EVERON'S LIABILITY OR THE DAMAGES RECOVERABLE BY CUSTOMER FROM EVERON, AND/OR EVERON'S PARENTS, SUBSIDIARIES, EMPLOYEES, AGENTS, OR AFFILIATES, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR PRODUCTS AND SERVICES AT THE PREMISES WHERE THE EVENT FOR WHICH EVERON IS LIABLE OCCURRED, OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT FOR WHICH EVERON IS LIABLE.

8. (RESERVED)

9. Insurance. During the term of the Agreement, Everon will maintain the following insurance policies in full force and effect: (a) comprehensive general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate; (b) statutory workers' compensation and employer's liability insurance meeting all applicable federal and state workers' compensation laws; and (c) commercial automobile liability covering bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence. Certificates of insurance naming Customer as an additional insured are available upon request. Neither the existence of such insurance policies nor the terms of this Section shall be deemed to modify any limitation of liability or indemnification obligation under this Agreement.

10. Intellectual Property.

A. No Transfer of IP. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

B. Third Party Products and Software.

i. Everon is a reseller of certain software, licenses, subscriptions, products, services, and equipment ("Third-Party Services") performed, provided, manufactured, maintained, and/or managed by independent contractors ("Vendor(s)").

ii. "EULA" means all product and services documentation provided by Vendor and all end user license agreements Vendor may require Customer to enter into. EULAs are available on Vendors' websites and upon request. Customer represents that it has read and agrees to any applicable EULA prior to entering into this Agreement. Customer agrees that it is solely responsible for complying with all terms of any applicable EULA.

iii. Third-Party Services are sold only with the warranties provided in the applicable EULA. EVERON MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE THIRD-PARTY SERVICES. ALL SALES OF SOFTWARE LICENSES ARE FINAL.

iv. Customer agrees that Everon may pass through any price change in Vendor's cost of Third-Party Services upon written notice to Customer. Customer shall be responsible for, and shall reimburse if Everon pays, any charges from Vendor resulting from (a) Customer's use of the Third-Party Services beyond that purchased under the Agreement and the EULA, and (b) Customer's premature termination of any Third-Party Services that are subject to a term agreement.

v. (Reserved)

C. Data Usage. Everon, Vendors, or their respective designee(s), shall use Customer data, records, and information only: (a) for the specific purpose for which it was submitted; (b) to provide and improve Products and Services; (c) for analytics and research purposes related to Products and Services; (d) to monitor compliance with this Agreement; and (e) for any other purpose permitted in this Agreement or in any other applicable terms and conditions.

11. Force Majeure. Everon shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, lightning, explosions, and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, supply chain disruptions, strikes, labor disputes, or for any other cause beyond Everon's reasonable control ("Force Majeure"). Everon shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

12. Confidentiality. During the Agreement, each party may disclose to the other confidential information, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) was in the possession of the receiving Party before the commencement of this Agreement; (c) is developed independently by the receiving Party; or (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction. The obligations under this section shall survive the termination or expiration of the Agreement for three (3) years.

13. (RESERVED)

14. Miscellaneous.

A. Nature of Relationship. Everon is an independent contractor and not an employee, agent, joint venturer, or partner of Customer.

B. License Information. Everon state license information is available at <https://www.everonsolutions.com/about/licenses-credentials/licenses>.

C. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) Product or Service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless Everon from and against all Losses assessed against or suffered by Everon as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

D. Conflicts of Interest. Everon does not permit the offering or acceptance of gifts or gratuities by Everon employees from parties with whom Everon is contracting for services, products, or other matters, and Customer shall not make any offer to any Everon employee that would violate this policy. Customer further represents and warrants that there is no financial or business relationship or any other conflict of interest that Customer has with or has offered to any employee of Everon. In the event Everon determines any offer of gifts or gratuities has been made by Customer to an Everon employee or a financial or business relationship or other conflict of interest has been offered to or exists between Customer and an Everon employee, Everon may terminate this Agreement, without penalty, upon five (5) days' prior written notice to Customer.

E. Survival. Sections 3 (Warranty), 5 (Risk of Loss), 7 (Limitation of Liability), 8 (Indemnity), and 12 (Confidentiality) shall survive any termination or expiration of the Agreement.

F. Assignment. Customer may not assign the Agreement or any right thereunder without the prior written consent of Everon, which consent shall not be unreasonably conditioned, withheld, or delayed. Everon may subcontract any portion of the work described in the Agreement.

G. Severability. In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect any other provision of this Agreement.

H. Cross-Default. A default by Customer under the Agreement shall be a default of all Agreements between Everon and Customer.

I. Remedies. All remedies under the Agreement are cumulative and in addition to any other rights at law or equity that a party may have.

J. Amendment. The Agreement may be amended or modified only by a writing signed by both parties. Any purported oral amendment or modification is void.

K. Notice. Any and all notices required or permitted to be given under the Agreement shall be in writing and delivered via certified or registered mail, or by overnight courier. Notices to Everon shall be deemed duly given on the date received by Everon at the following address: Everon LLC, Attn: General Counsel, 1501 Yamato Road, Boca Raton, FL 33431. Notices to Customer shall be deemed duly given on the date received by Customer at the address for Customer stated in the Agreement, or if no such address is provided, at any Premises.

L. Waiver. The waiver by either party of any right under the Agreement or any breach of the Agreement shall not operate as, or be construed as, a waiver of any subsequent right under or breach of the Agreement.

M. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising under it shall be governed by the laws of the state of **Washington**, without giving effect to its conflicts of law rules.

N. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes any and all prior agreements or understandings, whether written or oral. The parties agree that there are no oral or written agreements, representations, or understandings by or between the parties regarding the subject matter of the Agreement that are not contained in the Agreement.

O. Electronic Signature; Counterparts. The Agreement may be signed and/or delivered by electronic means (such as e-mail), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.

Signatures

This Agreement is not binding upon Everon unless and until either signed by an Authorized Manager of Everon, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by Everon's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.



Cassie Franklin

Mayor

01/27/2026

Customer Authorized Representative

Printed Name

Title

Date

Everon Representative

Printed Name

Title

Date

Neville Hylton

Digitally signed by Neville Hylton
DN: c=US, e=nevillehylton@everonsolutions.com,
o=Everon, cn=Neville Hylton
Date: 2026.01.15 11:50:29-0800'

Neville Hylton

Project Manager

1-15-2026

Everon Authorized Manager

Printed Name

Title

Date



Attest:



Office of the City Clerk



APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

**ADDENDUM
(WASHINGTON STATE TRANSPARENCY LAWS)**



Vendor:	Everon, LLC
Agreement:	Municipal Court Judges Exit Doors_Change Order 1 , SA 892241436

The City of Everett and the above Vendor are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Vendor agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the City Clerk to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents stating work to be done for the City or pricing for the City) are never confidential and may at any time be posted to the City's public website.

Signature on this Addendum may be by ink, pdf, email, fax, electronic signature or other electronic means, any of which is fully effective.

VENDOR:

By: Neville Hylton  Digitally signed by Neville Hylton
DN: C=US,
E=nevillehylton@everonsolutions.com,
O=Everon, CN=Neville Hylton
Date: 2026.01.22 14:13:02-08'00'

Printed Name: Neville Hylton

Title: General Manager

Email Address of Signer: **NevilleHylton@everonsolutions.com**











2023-148_Everett Municipal Court - Judges Exit Door_Change Order 1_01152026_rev.SD

Final Audit Report

2026-01-27

Created:	2026-01-27
By:	Marista Jorve (mjorve@everettwa.gov)
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Agreement completed.

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