

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

First Alarm

_____ (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Installation, monitoring, maintenance, and repair of Intrusion/Burglar Alarm systems located at 30 S. Pearl St., Salinas, California, 93905 (service location) CS# 3-1040.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 27,672.64

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution to September 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: First Alarm Previous Agreement

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
- 10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 **NON-DISCRIMINATION:**

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Chris LeVenton, Facilities Operations Manager	Jarl Saal, Executive Chair
Name and Title	Name and Title
1270 Natividad Rd., Salinas, CA. 93906	1111 Estates Drive, Aptos, CA 95003
Address	Address
831.755.4513	831-476-1111
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

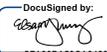
First Alarm

Contractor/Business Name *

By: _____
Contracts/Purchasing Signers

Contracts/Purchasing Officer

Date: _____

By:  _____
Department Head (if applicable)

Date: 12/22/2025 | 1:56 PM PST

Approved as to Form
Office of the County Counsel¹
Susan K. Blicht, County Counsel

By:  Stacy Saetta
County Counsel

Date: 11/7/2025 | 5:47 PM PST

Approved as to Fiscal Provisions
By:  Patricia Ruiz
Auditor/Controller

Date: 11/12/2025 | 11:42 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

By:  _____
(Signature of Chair, President, or Vice-President)

Jim Norkoli, President

Date: 10/24/2025
Name and Title

By:  _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jarl Saal, Secretary/CFO/Treasurer

Date: 10/24/2025
Name and Title

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subs. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor-Controller is required.

³Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND FIRST ALARM, A CALIFORNIA CORPORATION.

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “County”) and **FIRST ALARM** (hereinafter “CONTRACTOR”). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. **Section 1.0, GENERAL DESCRIPTION, of the Agreement shall be amended and restated as follows:**

“1.0 GENERAL DESCRIPTION; TERMINATION OF PRIOR AGREEMENT:

1.01 General Description:

The County hereby engage CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Installation, monitoring, maintenance, and repair of Intrusion/Burglar Alarm systems located at 30 S. Pearl St., Salinas, California, 93905 (service location) CS# 3-1040.

1.02 Termination of Prior Agreement:

County and CONTRACTOR previously entered into the following agreement:

- a. **Commercial Retail Installment Contract Alarm System Services Agreement, Agreement between COUNTY and First Alarm, dated September 30, 1993:**

First Alarm – 30 S. Pearl St., Salinas (WIC)

CS # 3-1040

Addendum No. 1

Term: Upon Execution – 9/30/2028

Intrusion/Burglar Alarm System, Account # CS# 3-1040, located at 30 S. Pearl St., Salinas, Ca. 93905, existing CONTRACTOR-Owned equipment and Intrusion/Burglar Alarm System services. County and CONTRACTOR wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Upon Execution Date of this Agreement. Therefore, upon the Execution of this Agreement, County and CONTRACTOR agree that the Prior Agreement are unconditionally terminated in their entirety and shall have no further force and effect.”

***** *Signature Page to Follow* *****

First Alarm – 30 S. Pearl St., Salinas (WIC)
CS # 3-1040
Addendum No. 1
Term: Upon Execution – 9/30/2028

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – First Alarm

Approved:

By:  Jim Norkoli
(Signature of Chair, President, or Vice-President)

Jim Norkoli, President
Name and Title

Date: 10/24/2025

Approved:

By:  Jarl Saal
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Jarl Saal, Secretary/CFO/Treasurer
Name and Title

Date: 10/24/2025

COUNTY OF MONTEREY

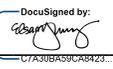
Approved as to Form:

DocuSigned by:
By:  Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel
Date: 11/7/2025 | 5:47 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
By:  Patricia Ruiz
Auditor/Controller
Auditor Controller Analyst I
Date: 11/12/2025 | 11:42 AM PST

Approved:

By: 
Director of Health Services

Date: 12/22/2025 | 1:56 PM PST

Approved:

By: _____ Contracts/Purchasing Signers
Contracts/Purchasing Officer

Date: _____

EXHIBIT A

**To Agreement by and between
County of Monterey, on behalf of Monterey County Health Department, hereinafter
referred to as “COUNTY”**

AND

First Alarm, hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for installation, monitoring, maintenance, and repair of the below equipment and systems located at 30 S. Pearl St., Salinas, California, 93905 (service location) CS# 3-1040, as set forth below:

1. Existing Equipment:
 - Intrusion/Burglar Alarm System at **30 S. Pearl St., Salinas, 93905** for: One (1) **Burglar Alarm System.**

ZONE	DESCRIPTION/LOCATION	DEVICE COUNT	SERIAL #
1	Area 2 – Lobby Motion	1	Hardwire
2	Area 1 – Break Motion	1	Hardwire
3	Area 1 – Front Door by Office	2	Hardwire
4	Area 1 – Teens Room Entry Door	4	Hardwire
5	Area 2 – Multipurpose Room Door	1	Hardwire
6	Area 2 – Front Lobby Door	1	Hardwire

First Alarm – **CS# 3-1040**
 30 S. Pearl St., Salinas (WIC)
 Term: Upon Execution – 09/30/2028
 NTE: \$27,672.64

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$27,672.64** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

B.2 Service fees from existing equipment described in above section A.1.1

Price for year of 2025

Intrusion/Burglary Alarm System	Monthly Cost	Quarterly Cost
Monitoring	\$38.45	\$115.35
Open/Close Schedule	\$32.04	\$96.12
TOTAL	\$70.49	\$211.47

Price Increase Effective January 1, 2026

Intrusion/Burglary Alarm System	Monthly Cost	Quarterly Cost
Monitoring	\$39.53	\$118.59
Open/Close Schedule	\$32.94	\$98.82
TOTAL	\$72.47	\$217.41

B.3 Total Agreement Payment

Service Description	Service Amount
Monthly Fees (40 months)	\$8,672.64
New Installation/Equipment Fees	\$6,000.00
Outstanding Invoices (2024 – 2025)	\$5,000.00
Emergency Repair Services/Equipment: Added services and/or expenditures as required for emergency repair required to maintain existing equipment, to include Service Calls. The aforementioned services and/or expenditures may be added by written approval from the Health Department Facility Manager prior to providing services.	\$8,000.00

First Alarm – **CS# 3-1040**
 30 S. Pearl St., Salinas (WIC)
 Term: Upon Execution – 09/30/2028
 NTE: \$27,672.64

Total Agreement Payment	\$27,672.64
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All written reports required under this Agreement must be delivered to Chris Le Venton COUNTY's or designee Contract Manager, in accordance with the schedule above.

Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

DIR Registration. During the entire term of this AGREEMENT, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this AGREEMENT.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C. CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices **should** be emailed directly to: MCHDBHFinance@countyofmonterey.gov
Cc: 411-moco-facilities-invoices@countyofmonterey.gov
Cc: belmana@countyofmonterey.gov

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by COUNTY.

First Alarm – **CS# 3-1040**
30 S. Pearl St., Salinas (WIC)
Term: Upon Execution – 09/30/2028
NTE: \$27,672.64

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

First Alarm – **CS# 3-1040**
30 S. Pearl St., Salinas (WIC)
Term: Upon Execution – 09/30/2028
NTE: \$27,672.64

FIRST ALARM

545 Brunken Ave.
Salinas, CA 93901

EXHIBIT B



Aptos	(408) 688-1111
Gilroy	(408) 848-1111
Los Gatos	(408) 866-1111
Monterey	(408) 649-1111
Salinas	(408) 424-1111
Santa Cruz	(408) 476-1111
Watsonville	(408) 728-1111

Alarm License No. ACO1277
Contractor's License No. 430530

ALARM SALE/MONITORING AGREEMENT

This Agreement is entered into this 7TH day of SEPTEMBER 1993 by and between **FIRST ALARM**, a California corporation hereinafter referred to as "Company", and of COUNTY OF MONTEREY (W.I.C.) 30 S. PEARL ST., SALINAS, California, hereinafter referred to as "Customer".

1) INSTALLATION AND SERVICES:

Company shall provide the following:
 A. Sell and install an alarm system, ("System"), as described on the attached schedule of Protection. B. Monitoring for the System (See Paragraphs 8 and 9).

Estimated Start Date	Estimated Completion Date	BUS. PHONE	RES. PHONE
PTS	MODEL	TYPE OF DETECTION	LOCATION
3	Q774	MOTION DETECTORS	
3		EXTERIOR DOOR CONTACTS	
1	620	KEYPAD	
<p>ADD ABOVE EQUIPMENT TO EXISTING SYSTEM ACCT # 7375.</p>			

2) PAYMENT AND TERMS:

2.1) Customer hereby agrees to pay Company, its agents or assigns, the sum of ZERO Dollars upon execution of this Agreement and NINE HUNDRED FIFTY-FIVE + XX/XX Dollars upon completion of installation and the sum of ZERO Dollars (\$ 955.00) per month payable in advance in quarterly installments for a term of three (3) years commencing with the first full calendar month following the completion of the installation. In addition, the Customer shall pay the pro rata share of the monitoring charge for the month in which the System is activated.

2.2) This Agreement shall automatically be renewed for periods of three (3) years each unless either party notifies the other in writing by registered or certified mail of its intention to terminate this Agreement not less than sixty (60) days prior to the expiration of the original term or any renewal term. COMPANY may increase the monitoring charge for any renewal period by giving the Customer sixty (60) days prior written notice.

3) LIMITED WARRANTY:

3.1) **WHAT IS COVERED:** WITHIN TWO (2) YEARS FROM THE DATE THE INSTALLATION IS COMPLETED, COMPANY SHALL REPLACE OR REPAIR THE SYSTEM WITHOUT CHARGE TO THE CUSTOMER. COMPANY MAY USE NEW OR USED PARTS OF EQUAL QUALITY AT THE TIME OF REPLACEMENT. REPAIR OR REPLACEMENT IS COMPANY'S SOLE LIABILITY UNDER THIS WARRANTY.

3.2) **HOW TO GET SERVICE:** TO OBTAIN WARRANTY SERVICE CONTACT COMPANY'S SERVICE DEPARTMENT AT THE TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE PROBLEM. WARRANTY SERVICE SHALL BE PROVIDED MONDAY THROUGH FRIDAY, EXCLUDING NATIONAL HOLIDAYS, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. SERVICE IS AVAILABLE AT OTHER TIMES AT COMPANY'S PREMIUM LABOR RATE WITH A ONE (1) HOUR MINIMUM CHARGE.

3.3) **WHAT IS EXCLUDED:** ALL BATTERIES AND SCREENS ARE EXCLUDED FROM ALL WARRANTIES. EXCEPT AS STATED IN PARAGRAPH 3.1, COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO THE SYSTEM CAUSED BY THE CUSTOMER'S FAILURE TO PROPERLY CLOSE THE PREMISES OR SECURE THE SYSTEM, INTRUSION, FIRE, ACTS OF GOD, ACCIDENT, MISUSE, OR UNAUTHORIZED REPAIR SERVICE OR MODIFICATION. **COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES. EXCEPT FOR COMPANY'S OBLIGATION TO REPAIR THE SYSTEM, COMPANY'S LIABILITY UNDER THIS WARRANTY IS EXPRESSLY LIMITED BY SECTION 23 OF THIS AGREEMENT.** CUSTOMER UNDERSTANDS THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT CUSTOMER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTION OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT **THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT.**

3.4) **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF THE DAMAGES MENTIONED ABOVE, 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.

4) **COMPANY'S LIMITED LIABILITY:** THE CUSTOMER ACKNOWLEDGES THAT: HE HAS READ THIS ENTIRE AGREEMENT INCLUDING THE PROVISIONS ON THE REVERSE SIDE WHICH ARE INCORPORATED IN THIS AGREEMENT; HE HAS DISCUSSED PARAGRAPHS 23 and 24 REGARDING COMPANY'S LIMITATION OF LIABILITY AND RIGHT TO INDEMNIFICATION WITH COMPANY'S AGENT, AND UNDERSTANDS THAT HE MAY OBTAIN A HIGHER LIMIT OF COMPANY'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

FIRST ALARM
By: J. HOFFER
AGENT
Registration No. _____
Approved: [Signature]
Authorized Officer

CUSTOMER
By: [Signature]
Title: County Clerk
Date signed: 9/30/93

5) RECEIPT OF COPY: THE CUSTOMER HAS RECEIVED THIS AGREEMENT, THE NOTICE TO OWNER FORM, A RESIDENTIAL SYSTEMS, TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM.

6) CANCELLATION (RESIDENTIAL ONLY): YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

7) INSTALLATION OF SYSTEM: Customer shall permit COMPANY to install the System described on the Schedule of Protection. COMPANY agrees to install the System in a workmanlike manner in accordance with the following conditions; (A) The premises shall be available without interruption during COMPANY's normal installation hours. (B) COMPANY may make any preparation such as drilling holes, driving nails, or making attachments or doing other things necessary to the installation of the System. (C) The Customer has approved the location of the control panel, on/off switches, audible devices, transformers and all protective devices. Any changes of location requested by the Customer after installation has commenced or required because of obstructions or obstacles will be at the Customer's expense. (D) Customer understands that because of construction, decoration or furnishing of the premises, COMPANY may determine in its sole discretion that it will be impractical to conceal the wiring; in such cases, the wiring will be exposed. (E) Customer shall provide 115 volts AC electrical power outlets at the designated locations for alarm equipment requiring AC power. (F) Customer shall at his own expense make any necessary repairs or changes to Customer's premises as requested by COMPANY to facilitate the installation and operation of the System. Any error or omission in the installation of the System must be called to the attention of COMPANY in writing within five (5) days after completion of the installation, otherwise the installation shall be deemed totally satisfactory to and accepted by the Customer. COMPANY assumes no liability for delay in installation of the System or for interruption of service due to strikes, storms, earthquakes, fires, power failures, interruption or unavailability of telephone service, acts of God, acts of the Customer, or for any other cause beyond the control of COMPANY and COMPANY will not be required to supply service to the Customer while interruption of service due to any such cause may continue.

8) MONITORING AND COMPANY NOTIFICATION: If monitoring service is provided per Paragraph 1.B., signals from the System shall be monitored at COMPANY's monitoring facility. Upon receipt of a signal from the System, the COMPANY shall make every reasonable effort to notify the appropriate police department, fire department, or other authorities and/or the person or persons whose names and telephone numbers have been provided in writing to the COMPANY unless there is reasonable cause to assume that an emergency condition does not exist.

9) TRANSMISSION LINES: The Customer shall pay all charges made by any telephone utility for installation and service charges of telephone lines connecting the Customer's protected premises to the COMPANY, including the installation of a utility-provided jack. The Customer understands that the signals from the Customer's System are transmitted over the Customer's regular telephone service, and in the event the Customer's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, the signals from the Customer's System will not be received at the COMPANY's office during any such interruption in telephone service and the interruption will not be known to COMPANY. The Customer further understands that signals are transmitted over the telephone company or other transmission lines which are wholly beyond the control and jurisdiction of COMPANY and are maintained and serviced by the applicable telephone utility.

10) AUDIBLE ALARMS: If the Customer's System has an audible alarm device, COMPANY shall install a device that will automatically shut-off the alarm after it has sounded for not more than fifteen (15) minutes.

11) FALSE ALARMS: In the event an excessive number of false alarms are caused by the Customer's carelessness, malicious action or accidental use of the alarm System, or in the event the Customer in any manner misuses or abuses the System, COMPANY may in its sole discretion deem this situation to be a material breach of contract on the part of the Customer and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Customer. COMPANY's excuse from performance shall not affect its right to recover damages from the Customer. In the event a fine, penalty or fee is assessed against the COMPANY by any governmental or municipal agency as a result of any alarm originating from the Customer's premises, the Customer agrees to reimburse COMPANY for the same. In the event COMPANY dispatches a security agent or serviceman to respond to an alarm originating from the Customer's premises, where the Customer has intentionally, accidentally or negligently activated the alarm signal and no alarm condition exists, then the Customer shall pay COMPANY a reasonable sum based on COMPANY's then prevailing labor rate for each such response. The Customer represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of COMPANY and which may cause the alarm to activate. Any or all of such alarms shall not excuse any of the obligations of the Customer as stated in this Agreement.

12) AFTER WARRANTY REPAIR: At the expiration of COMPANY'S limited warranty, all repairs including all parts and labor shall be at the Customer's expense. The Customer agrees to pay for all materials, parts, and labor used for said repairs at COMPANY'S then prevailing rates with a minimum three-quarter (3/4) hour charge for each visit to the Customer's premises. The Customer shall pay such charges upon completion of the work.

13) INTERRUPTION OR CANCELLATION OF SERVICE: Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company and will not be required to supply monitoring and/or service to Subscriber while interruption of service due to any such cause may continue. This Agreement may be suspended or cancelled, without notice at the option of COMPANY, if the COMPANY, the Customer's premises or the System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by any governmental authority.

14) INCREASE IN TAXES AND UTILITY CHARGES: Federal, State, Municipal or local taxes, fees or other charges presently imposed upon the installation, service or use of the System shall be paid by Subscriber as an addition to those charges herein provided. The Subscriber further agrees to pay any increase in and/or new Federal, State, Municipal or local taxes, fees or other charges which may be imposed at any time after the execution of this Agreement.

15) CUSTOMER'S DUTIES AS TO USE OF SYSTEM: The Customer shall carefully and properly test and set the burglar alarm System immediately prior to the securing of the premises and carefully test the System during the term of this Agreement in accordance with COMPANY'S instructions. If any defect in operation of the System develops, or in the event of a power failure or other interruption at the Customer's premises, the Customer shall notify COMPANY immediately. If space protection (i.e., Ultra-Sonic, Microwave, Infra-Red, etc.) is a part of said System, the Customer shall walk test the System in the manner recommended by COMPANY. When any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied airspace change, or other disturbing conditions, the Customer shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement which may interfere with the effectiveness of the System when it is armed. The Customer shall notify COMPANY of any remodeling or other changes to the protected premises that may affect the operation of the System. The Customer shall obtain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the installation and continued operation and monitoring of the System.

16) AUTHORIZED PERSONNEL: The Customer agrees to furnish COMPANY with a written list of the names, titles, addresses, telephone numbers and signatures of all persons authorized to enter or remain on the premises and/or be notified in the event of an alarm, and for commercial systems, a daily and holiday opening/closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

17) ASSIGNEES/SUBCONTRACTORS: COMPANY shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Customer and shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Customer and shall have the further right to subcontract any installation, monitoring, repair service or other services which it may perform. The Customer acknowledges that this Agreement, and particularly those paragraphs relating to COMPANY'S maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of COMPANY, and that they bind the Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind the Customer to COMPANY.

18) MECHANIC'S LIEN: The Customer acknowledges that he has received from COMPANY a "Notice to Owner" in accordance with the California Business and Professions Code relating to the Mechanic's Lien Law. The Customer shall furnish COMPANY with the name and address of the owner of the property if different from the Customer.

19) DEFAULT BY CUSTOMER; EXPIRATION, TERMINATION: If the Customer fails to pay any amount within ten (10) days after the same is due and payable, or if the Customer fails to perform any other provisions within ten (10) days after COMPANY shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against the Customer or his property, or if the Customer makes any assignment for the benefit of creditors, COMPANY shall have the right to discontinue installation, monitoring, and other services and recover from the Customer all sums COMPANY may be entitled to under the law. Upon expiration or termination of this Agreement for any reason, COMPANY is authorized to disconnect the Customer's System from the Company's monitoring equipment and COMPANY shall be authorized to enter onto the premises of the Customer for that purpose.

20) DELINQUENCY; RECONNECT CHARGES: In the event any payment due and payable is more than ten (10) days delinquent, COMPANY may impose and collect from the Customer a delinquency charge in the maximum amount permitted by law. If the alarm is deactivated because of the Customer's past due balance, and if the Customer desires to have the System reactivated, the Customer agrees to pay in advance to COMPANY in a reasonable amount.

21) RETENTION OF TITLE AND RIGHT OF ACCESS: THE TRANSMITTER SHALL REMAIN THE PROPERTY OF COMPANY. The remainder of the System shall remain the personal property of COMPANY until fully paid for by the Customer, and the Customer agrees to perform all acts which may be necessary to assure the retention of title to the System by COMPANY. Should the Customer default in any payment for the System or part, then the Customer authorizes and empowers the COMPANY to remove the System or part from the Customer's premises. Such removal, if made by the COMPANY, shall not be deemed a waiver of COMPANY'S rights to damages COMPANY sustained as a result of the Customer's default and COMPANY shall have the right to enforce any other legal remedy or right. Furthermore, COMPANY shall be in no way obligated to restore the premises to its original condition or redecorate the premises in the event the System or part is removed as a result of the Customer's default in payment. Risk of loss of the System or any part of the System shall pass to the Customer upon delivery to premises of such System or part.

22) CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION: The costs of any additions, changes and variances in the system as herein contracted for or as originally installed made at the request of or made necessary or required by the Customer's action, or which may be demanded by any governmental agency, insurance interests, or inspection and ratings bureaus, are to be borne by the Customer. The Customer ACKNOWLEDGES THAT HE HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO THE CUSTOMER.

23) COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:

23.1) The following is understood and agreed to by the Customer and COMPANY: A) that COMPANY is not an insurer; B) that insurance, if any, shall be obtained by the Customer; C) that the payments provided for pursuant to this Agreement are based solely on the value of the System and services as set forth in the Agreement and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises; D) that COMPANY makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the System or service is designed to detect or avert. The Customer understands and agrees that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure to perform any of the obligations herein including, but not limited to, installation, warranty or repair service, monitoring, or the failure of the System to properly operate with resulting loss to the Customer because of, among other things:

23.1.1) The uncertain amount or value of the Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert;

23.1.2) The uncertainty of the response time of any police or fire department, or others should they be dispatched as a result of a signal being received or an audible device sounding;

23.1.3) The inability to ascertain what portion, if any, of any property loss or personal injury, or death would be proximately caused by COMPANY'S failure to perform or by its equipment to operate;

23.1.4) The nature of the service to be performed by COMPANY.

The Customer understands and agrees that if COMPANY should be found liable for loss or damage due from (i) failure of COMPANY to perform any of the obligations herein, including, but not limited to, installation, repair or warranty service, monitoring, (ii) the failure of the service or equipment in any respect whatsoever, or (iii) COMPANY'S active or passive negligence, COMPANY'S liability shall be limited to a sum equal to the total of six times the monthly monitoring charge or Two Hundred and Fifty Dollars (\$250.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of COMPANY, its agents, servants, assigns, employees, or subcontractors.

23.2) If the Customer wishes COMPANY to assume a limited liability in lieu of the liquidated damages as stated above, the Customer may obtain from COMPANY a limitation of liability by paying an additional periodic service charge to COMPANY. If the Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of the limited liability and the additional periodic charges. Such rider and additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

24) THIRD PARTY INDEMNIFICATION: When the Customer ordinarily has the property of others in his custody, or the System extends to protect other persons or their property, the Customer agrees to and shall indemnify, defend and hold harmless COMPANY, its employees, agents and subcontractors for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, installation, warranty service, monitoring, or operation or non-operation of the System, whether based upon active or passive negligence, warranty, contribution, indemnification, or strict or product liability on the part of COMPANY, its employees or agents. However, this provision shall not apply to claims for loss or damage which occur while an employee of COMPANY is on the Customer's premises and which are directly and solely caused by said employee, or for claims for loss or damage made during the installation of the System.

25) PURCHASE ORDERS: It is understood and agreed by and between the parties, that if there is any conflict between this Agreement and the Customer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

26) INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

27) ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

FIRST ALARM

545 Brunken Ave.
Salinas, CA 93901

Alarm License No. LA001277
Contractor's License No. 430530



Aptos (408) 688-1111
Gilroy (408) 848-1111
Los Gatos (408) 866-1111
Monterey (408) 649-1111
Salinas (408) 424-1111
Santa Cruz (408) 476-1111
Watsonville (408) 728-1111

ALARM SALE/MONITORING AGREEMENT

This Agreement is entered into this 21ST day of DECEMBER 1992 by and between FIRST ALARM, a California corporation hereinafter referred to as "Company", and COUNTY OF MONTEREY - HEALTH DEPT (W.J.C.) of 30 SOUTH PEARL, SALINAS CA, California, hereinafter referred to as "Customer".

1) INSTALLATION AND SERVICES:

Company shall provide the following:

A. Sell and install an alarm system, ("System"), as described on the attached schedule of Protection.

B. Monitoring for the System (See Paragraphs 8 and 9).

Estimated Start Date		Estimated Completion Date		BUS. PHONE	RES. PHONE
PTS	MODEL	TYPE OF DETECTION		LOCATION	
1	1500	SYSTEM MONITORING AND WARRANTY			
FIRST ALARM SYSTEM PURCHASED BY STANLEY HAYNES BLDG + LEASING.					

2) PAYMENT AND TERMS:

2.1) Customer hereby agrees to pay Company, its agents or assigns, the sum of ZERO Dollars

(\$ 0) upon execution of this Agreement and ZERO Dollars

(\$ 0) upon completion of installation and the sum of TWENTY TWO +50/100 Dollars

(\$ 22.50) per month payable in advance in quarterly installments for a term of three (3) years commencing with the first full calendar month following the completion of the installation. In addition, the Customer shall pay the pro rata share of the monitoring charge for the month in which the System is activated.

2.2) This Agreement shall automatically be renewed for periods of three (3) years each unless either party notifies the other in writing by registered or certified mail of its intention to terminate this Agreement not less than sixty (60) days prior to the expiration of the original term or any renewal term. COMPANY may increase the monitoring charge for any renewal period by giving the Customer sixty (60) days prior written notice.

3) LIMITED WARRANTY:

3.1) **WHAT IS COVERED:** WITHIN TWO (2) YEARS FROM THE DATE THE INSTALLATION IS COMPLETED, COMPANY SHALL REPLACE OR REPAIR THE SYSTEM WITHOUT CHARGE TO THE CUSTOMER. COMPANY MAY USE NEW OR USED PARTS OF EQUAL QUALITY AT THE TIME OF REPLACEMENT. REPAIR OR REPLACEMENT IS COMPANY'S SOLE LIABILITY UNDER THIS WARRANTY.

3.2) **HOW TO GET SERVICE:** TO OBTAIN WARRANTY SERVICE CONTACT COMPANY'S SERVICE DEPARTMENT AT THE TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE PROBLEM. WARRANTY SERVICE SHALL BE PROVIDED MONDAY THROUGH FRIDAY, EXCLUDING NATIONAL HOLIDAYS, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. SERVICE IS AVAILABLE AT OTHER TIMES AT COMPANY'S PREMIUM LABOR RATE WITH A ONE (1) HOUR MINIMUM CHARGE.

3.3) **WHAT IS EXCLUDED:** ALL NON-RECHARGABLE BATTERIES ARE EXCLUDED FROM ALL WARRANTIES EXCEPT AS STATED IN PARAGRAPH 3.1. COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO THE SYSTEM CAUSED BY THE CUSTOMER'S FAILURE TO PROPERLY CLOSE THE PREMISES OR SECURE THE SYSTEM, INTRUSION, FIRE, ACTS OF GOD, ACCIDENT, MISUSE, OR UNAUTHORIZED REPAIR SERVICE OR MODIFICATION. COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES. EXCEPT FOR COMPANY'S OBLIGATION TO REPAIR THE SYSTEM, COMPANY'S LIABILITY UNDER THIS WARRANTY IS EXPRESSLY LIMITED BY SECTION 23 OF THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT CUSTOMER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTION OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT.

3.4) **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF THE DAMAGES MENTIONED ABOVE, 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.

4) **COMPANY'S LIMITED LIABILITY:** THE CUSTOMER ACKNOWLEDGES THAT: HE HAS READ THIS ENTIRE AGREEMENT INCLUDING THE PROVISIONS ON THE REVERSE SIDE WHICH ARE INCORPORATED IN THIS AGREEMENT; HE HAS DISCUSSED PARAGRAPHS 23 and 24 REGARDING COMPANY'S LIMITATION OF LIABILITY AND RIGHT TO INDEMNIFICATION WITH COMPANY'S AGENT, AND UNDERSTANDS THAT HE MAY OBTAIN A HIGHER LIMIT OF COMPANY'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

FIRST ALARM
By: [Signature]
Registration No. ACE 40442
Approved: [Signature]
Authorized Officer

CUSTOMER
By: Joann Godoy
Title: Supervising P.H. Nutritionist
Date signed: 12-23-92

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE LIABILITY OF COMPANY SHALL BE TO REFUND TO THE CUSTOMER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY THE CUSTOMER UPON THE SIGNING OF THIS AGREEMENT.

5) RECEIPT OF COPY: THE CUSTOMER HAS RECEIVED OF THIS AGREEMENT, THE NOTICE TO OWNER FORM, & RESIDENTIAL SYSTEMS, TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM.

6) CANCELLATION (RESIDENTIAL ONLY): YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

7) INSTALLATION OF SYSTEM: Customer shall permit COMPANY to install the System described on the Schedule of Protection. COMPANY agrees to install the System in a workmanlike manner in accordance with the following conditions: (A) The premises shall be available without interruption during COMPANY's normal installation hours. (B) COMPANY may make any preparation such as drilling holes, driving nails, or making attachments or doing other things necessary to the installation of the System. (C) The Customer has approved the location of the control panel, on/off switches, audible devices, transformers and all protective devices. Any changes of location requested by the Customer after installation has commenced or required because of obstructions or obstacles will be at the Customer's expense. (D) Customer understands that because of construction, decoration or furnishing of the premises, COMPANY may determine in its sole discretion that it will be impractical to conceal the wiring; in such cases, the wiring will be exposed. (E) Customer shall provide 115 volts AC electrical power outlets at the designated locations for alarm equipment requiring AC power. (F) Customer shall at his own expense make any necessary repairs or changes to Customer's premises as requested by COMPANY to facilitate the installation and operation of the System. Any error or omission in the installation of the System must be called to the attention of COMPANY in writing within five (5) days after completion of the installation, otherwise the installation shall be deemed totally satisfactory to and accepted by the Customer. COMPANY assumes no liability for delay in installation of the System or for interruption of service due to strikes, storms, earthquakes, fires, power failures, interruption or unavailability of telephone service, acts of God, acts of the Customer, or for any other cause beyond the control of COMPANY and COMPANY will not be required to supply service to the Customer while interruption of service due to any such cause may continue.

8) MONITORING AND COMPANY NOTIFICATION: If monitoring service is provided per Paragraph 1.B., signals from the System shall be monitored at COMPANY's monitoring facility. Upon receipt of a signal from the System, the COMPANY shall make every reasonable effort to notify the appropriate police department, fire department, or other authorities and/or the person or persons whose names and telephone numbers have been provided in writing to the COMPANY unless there is reasonable cause to assume that an emergency condition does not exist.

9) TRANSMISSION LINES: The Customer shall pay all charges made by any telephone utility for installation and service charges of telephone lines connecting the Customer's protected premises to the COMPANY, including the installation of a utility-provided jack. The Customer understands that the signals from the Customer's System are transmitted over the Customer's regular telephone service, and in the event the Customer's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, the signals from the Customer's System will not be received at the COMPANY's office during any such interruption in telephone service and the interruption will not be known to COMPANY. The Customer further understands that signals are transmitted over the telephone company or other transmission lines which are wholly beyond the control and jurisdiction of COMPANY and are maintained and serviced by the applicable telephone utility.

10) AUDIBLE ALARMS: If the Customer's System has an audible alarm device, COMPANY shall install a device that will automatically shut-off the alarm after it has sounded for not more than fifteen (15) minutes.

11) FALSE ALARMS: In the event an excessive number of false alarms are caused by the Customer's carelessness, malicious action or accidental use of the alarm System, or in the event the Customer in any manner misuses or abuses the System, COMPANY may in its sole discretion deem this situation to be a material breach of contract on the part of the Customer and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Customer. COMPANY's excuse from performance shall not affect its right to recover damages from the Customer. In the event a fine, penalty or fee is assessed against the COMPANY by any governmental or municipal agency as a result of any alarm originating from the Customer's premises, the Customer agrees to reimburse COMPANY for the same. In the event COMPANY dispatches a security agent or serviceman to respond to an alarm originating from the Customer's premises, where the Customer has intentionally, accidentally or negligently activated the alarm signal and no alarm condition exists, then the Customer shall pay COMPANY a reasonable sum based on COMPANY's then prevailing labor rate for each such response. The Customer represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of COMPANY and which may cause the alarm to activate. Any or all of such alarms shall not excuse any of the obligations of the Customer as stated in this Agreement.

12) AFTER WARRANTY REPAIR: At the expiration of COMPANY'S limited warranty, all repairs including all parts and labor shall be at the Customer's expense. The Customer agrees to pay for all materials, parts, and labor used for said repairs at COMPANY's then prevailing rates with a minimum three-quarter (3/4) hour charge for each visit to the Customer's premises. The Customer shall pay such charges upon completion of the work.

13) INTERRUPTION OR CANCELLATION OF SERVICE: Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of Company and will not be required to supply monitoring and/or service to Subscriber while interruption of service due to any such cause may continue. This Agreement may be suspended or cancelled, without notice at the option of COMPANY, if the COMPANY, the Customer's premises or the System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by any governmental authority.

14) INCREASE IN TAXES AND UTILITY CHARGES: Federal, State, Municipal or local taxes, fees or other charges presently imposed upon the installation, service or use of the System shall be paid by Subscriber as an addition to those charges herein provided. The Subscriber further agrees to pay any increase in and/or new Federal, State, Municipal or local taxes, fees or other charges which may be imposed at any time after the execution of this Agreement.

15) CUSTOMER'S DUTIES AS TO USE OF SYSTEM: The Customer shall carefully and properly test and set the burglar alarm System immediately prior to the securing of the premises and carefully test the System during the term of this Agreement in accordance with COMPANY'S instructions. If any defect in operation of the System develops, or in the event of a power failure or other interruption at the Customer's premises, the Customer shall notify COMPANY immediately. If space protection (i.e., Ultra-Sonic, Microwave, Infra-Red, etc.) is a part of said System, the Customer shall walk test the System in the manner recommended by COMPANY. When any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied airspace change, or other disturbing conditions, the Customer shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement which may interfere with the effectiveness of the System when it is armed. The Customer shall notify COMPANY of any remodeling or other changes to the protected premises that may affect the operation of the System. The Customer shall obtain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the installation and continued operation and monitoring of the System.

16) AUTHORIZED PERSONNEL: The Customer agrees to furnish COMPANY with a written list of the names, titles, addresses, telephone numbers and signatures of all persons authorized to enter or remain on the premises and/or be notified in the event of an alarm, and for commercial systems, a daily and holiday opening/closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

17) ASSIGNEES/SUBCONTRACTORS: COMPANY shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Customer and shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Customer and shall have the further right to subcontract any installation, monitoring, repair service or other services which it may perform. The Customer acknowledges that this Agreement, and particularly those paragraphs relating to COMPANY's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of COMPANY, and that they bind the Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind the Customer to COMPANY.

18) MECHANIC'S LIEN: The Customer acknowledges that he has received from COMPANY a "Notice to Owner" in accordance with the California Business and Professions Code relating to the Mechanic's Lien Law. The Customer shall furnish COMPANY with the name and address of the owner of the property if different from the Customer.

19) DEFAULT BY CUSTOMER; EXPIRATION, TERMINATION: If the Customer fails to pay any amount within ten (10) days after the same is due and payable, or if the Customer fails to perform any other provisions within ten (10) days after COMPANY shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against the Customer or his property, or if the Customer makes any assignment for the benefit of creditors, COMPANY shall have the right to discontinue installation, monitoring, and other services and recover from the Customer all sums COMPANY may be entitled to under the law. Upon expiration or termination of this Agreement for any reason, COMPANY is authorized to disconnect the Customer's System from the Company's monitoring equipment and COMPANY shall be authorized to enter onto the premises of the Customer for that purpose.

20) DELINQUENCY; RECONNECT CHARGES: In the event any payment due and payable is more than ten (10) days delinquent, COMPANY may impose and collect from the Customer a delinquency charge in the maximum amount permitted by law. If the alarm is deactivated because of the Customer's past due balance, and if the Customer desires to have the System reactivated, the Customer agrees to pay in advance to COMPANY in a reasonable amount.

21) RETENTION OF TITLE AND RIGHT OF ACCESS: THE TRANSMITTER SHALL REMAIN THE PROPERTY OF COMPANY. The remainder of the System shall remain the personal property of COMPANY until fully paid for by the Customer, and the Customer agrees to perform all acts which may be necessary to assure the retention of title to the System by COMPANY. Should the Customer default in any payment for the System or part, then the Customer authorizes and empowers the COMPANY to remove the System or part from the Customer's premises. Such removal, if made by the COMPANY, shall not be deemed a waiver of COMPANY's rights to damages COMPANY sustained as a result of the Customer's default and COMPANY shall have the right to enforce any other legal remedy or right. Furthermore, COMPANY shall be in no way obligated to restore the premises to its original condition or redecorate the premises in the event the System or part is removed as a result of the Customer's default in payment. Risk of loss of the System or any part of the System shall pass to the Customer upon delivery to premises of such System or part.

22) CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION: The costs of any additions, changes and variances in the system as herein contracted for or as originally installed made at the request of or made necessary or required by the Customer's action, or which may be demanded by any governmental agency, insurance interests, or inspection and ratings bureaus, are to be borne by the Customer. The Customer ACKNOWLEDGES THAT HE HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO THE CUSTOMER.

23) COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:

23.1) The following is understood and agreed to by the Customer and COMPANY: A) that COMPANY is not an insurer; B) that insurance, if any, shall be obtained by the Customer; C) that the payments provided for pursuant to this Agreement are based solely on the value of the System and services as set forth in the Agreement and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises; D) that COMPANY makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom from which the System or service is designed to detect or avert. The Customer understands and agrees that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY's negligence, or a failure to perform any of the obligations herein including, but not limited to, installation, warranty or repair service, monitoring, or the failure of the System to properly operate with resulting loss to the Customer because of, among other things:

23.1.1) The uncertain amount or value of the Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert;

23.1.2) The uncertainty of the response time of any police or fire department, or others should they be dispatched as a result of a signal being received or an audible device sounding;

23.1.3) The inability to ascertain what portion, if any, of any property loss or personal injury, or death would be proximately caused by COMPANY's failure to perform or by its equipment to operate;

23.1.4) The nature of the service to be performed by COMPANY.

The Customer understands and agrees that if COMPANY should be found liable for loss or damage due from (i) failure of COMPANY to perform any of the obligations herein, including, but not limited to, installation, repair or warranty service, monitoring, (ii) the failure of the service or equipment in any respect whatsoever, or (iii) COMPANY's active or passive negligence, COMPANY's liability shall be limited to a sum equal to the total of six times the monthly monitoring charge or Two Hundred and Fifty Dollars (\$250.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of COMPANY, its agents, servants, assigns, employees, or subcontractors.

23.2) If the Customer wishes COMPANY to assume a limited liability in lieu of the liquidated damages as stated above, the Customer may obtain from COMPANY a limitation of liability by paying an additional periodic service charge to COMPANY. If the Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of the limited liability and the additional periodic charges. Such rider and additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

24) THIRD PARTY INDEMNIFICATION: When the Customer ordinarily has the property of others in his custody, or the System extends to protect other persons or their property, the Customer agrees to and shall indemnify, defend and hold harmless COMPANY, its employees, agents and subcontractors for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY's performance or failure to perform and including defects in products, design, installation, warranty service, monitoring, or operation or non-operation of the System, whether based upon active or passive negligence, warranty, contribution, indemnification, or strict or product liability on the part of COMPANY, its employees or agents. However, this provision shall not apply to claims for loss or damage which occur while an employee of COMPANY is on the Customer's premises and which are directly and solely caused by said employee, or for claims for loss or damage made during the installation of the System.

25) PURCHASE ORDERS: It is understood and agreed by and between the parties, that if there is any conflict between this Agreement and the Customer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

26) INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

27) ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

FIRST ALARM

545 Brunken Ave.
Salinas, CA 93901



Aptos (408) 688-1111
Gilroy (408) 848-1111
Los Gatos (408) 866-1111
Monterey (408) 649-1111
Salinas (408) 424-1111
Santa Cruz (408) 476-1111
Watsonville (408) 728-1111

Alarm License No. LA001277
Contractor's License No. 430530

ALARM SALE/MONITORING AGREEMENT

This Agreement is entered into this 16TH day of DECEMBER, 1992, by and between **FIRST ALARM**, a California corporation hereinafter referred to as "Company", and HAYNES BUILDING AND LEASING of 30 S. Main, California, hereinafter referred to as "Customer".

1) INSTALLATION AND SERVICES:

Company shall provide the following:

- A. Sell and install an alarm system, ("System"), as described on the attached schedule of Protection.
- B. Monitoring for the System (See Paragraphs 8 and 9).

Estimated Start Date	Estimated Completion Date	BUS. PHONE	RES. PHONE
PTS	MODEL	TYPE OF DETECTION	LOCATION
1	4112	CONTROL PANEL	
1	620	KEYPAD	
1		EXTERIOR SIREN	
6		DOOR CONTACTS	(3 EXISTING - 3 FUTURE)
4	Q774	MOTION DETECTORS	(2 - NOW 2 - FUTURE)
<p>SYSTEM WARRANTY/MONITORING UNDER SEPERATE COUNTY AGREEMENT</p>			

2) PAYMENT AND TERMS:

2.1) Customer hereby agrees to pay Company, its agents or assigns, the sum of ZERO Dollars (\$ 0) upon execution of this Agreement and ONE THOUSAND SIX HUNDRED TWENTY TWO Dollars (\$ 1,620) upon completion of installation and the sum of ZERO Dollars (\$ 0) per month payable in advance in quarterly installments for a term of three (3) years commencing with the first full calendar month following the completion of the installation. In addition, the Customer shall pay the pro rata share of the monitoring charge for the month in which the System is activated.

2.2) This Agreement shall automatically be renewed for periods of three (3) years each unless either party notifies the other in writing by registered or certified mail of its intention to terminate this Agreement not less than sixty (60) days prior to the expiration of the original term or any renewal term. COMPANY may increase the monitoring charge for any renewal period by giving the Customer sixty (60) days prior written notice.

3) LIMITED WARRANTY:

3.1) **WHAT IS COVERED:** WITHIN TWO (2) YEARS FROM THE DATE THE INSTALLATION IS COMPLETED, COMPANY SHALL REPLACE OR REPAIR THE SYSTEM WITHOUT CHARGE TO THE CUSTOMER. COMPANY MAY USE NEW OR USED PARTS OF EQUAL QUALITY AT THE TIME OF REPLACEMENT. REPAIR OR REPLACEMENT IS COMPANY'S SOLE LIABILITY UNDER THIS WARRANTY.

3.2) **HOW TO GET SERVICE:** TO OBTAIN WARRANTY SERVICE CONTACT COMPANY'S SERVICE DEPARTMENT AT THE TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE PROBLEM. WARRANTY SERVICE SHALL BE PROVIDED MONDAY THROUGH FRIDAY, EXCLUDING NATIONAL HOLIDAYS, BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. SERVICE IS AVAILABLE AT OTHER TIMES AT COMPANY'S PREMIUM LABOR RATE WITH A ONE (1) HOUR MINIMUM CHARGE.

3.3) **WHAT IS EXCLUDED:** ALL NON-RECHARGABLE BATTERIES ARE EXCLUDED FROM ALL WARRANTIES. EXCEPT AS STATED IN PARAGRAPH 3.1, COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO THE SYSTEM CAUSED BY THE CUSTOMER'S FAILURE TO PROPERLY CLOSE THE PREMISES OR SECURE THE SYSTEM, INTRUSION, FIRE, ACTS OF GOD, ACCIDENT, MISUSE, OR UNAUTHORIZED REPAIR SERVICE OR MODIFICATION. COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES. EXCEPT FOR COMPANY'S OBLIGATION TO REPAIR THE SYSTEM, COMPANY'S LIABILITY UNDER THIS WARRANTY IS EXPRESSLY LIMITED BY SECTION 23 OF THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT CUSTOMER IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTION OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT.

3.4) **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF THE DAMAGES MENTIONED ABOVE, 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.

4) **COMPANY'S LIMITED LIABILITY:** THE CUSTOMER ACKNOWLEDGES THAT: HE HAS READ THIS ENTIRE AGREEMENT INCLUDING THE PROVISIONS ON THE REVERSE SIDE WHICH ARE INCORPORATED IN THIS AGREEMENT. HE HAS DISCUSSED PARAGRAPHS 23 and 24 REGARDING COMPANY'S LIMITATION OF LIABILITY AND RIGHT TO INDEMNIFICATION WITH COMPANY'S AGENT, AND UNDERSTANDS THAT HE MAY OBTAIN A HIGHER LIMIT OF COMPANY'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

FIRST ALARM
By: [Signature] AGENT
Registration No. 1277
Approved: [Signature] Authorized Officer

CUSTOMER
By: FXED CONTACT ON FILE
Title: _____
Date signed: _____

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19) DEFAULT BY CUSTOMER; EXPIRATION, TERMINATION: If the Customer fails to pay any amount within ten (10) days after the same is due and payable, or if the Customer fails to perform any other provisions within ten (10) days after COMPANY shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against the Customer or his property, or if the Customer makes any assignment for the benefit of creditors, COMPANY shall have the right to discontinue installation, monitoring, and other services and recover from the Customer all sums COMPANY may be entitled to under the law. Upon expiration or termination of this Agreement for any reason, COMPANY is authorized to disconnect the Customer's System from the Company's monitoring equipment and COMPANY shall be authorized to enter onto the premises of the Customer for that purpose.

20) DELINQUENCY; RECONNECT CHARGES: In the event any payment due and payable is more than ten (10) days delinquent, COMPANY may impose and collect from the Customer a delinquency charge in the maximum amount permitted by law. If the alarm is deactivated because of the Customer's past due balance, and if the Customer desires to have the System reactivated, the Customer agrees to pay in advance to COMPANY in a reasonable amount.

21) RETENTION OF TITLE AND RIGHT OF ACCESS: THE TRANSMITTER SHALL REMAIN THE PROPERTY OF COMPANY. The remainder of the System shall remain the personal property of COMPANY until fully paid for by the Customer, and the Customer agrees to perform all acts which may be necessary to assure the retention of title to the System by COMPANY. Should the Customer default in any payment for the System or part, then the Customer authorizes and empowers the COMPANY to remove the System or part from the Customer's premises. Such removal, if made by the COMPANY, shall not be deemed a waiver of COMPANY'S rights to damages COMPANY sustained as a result of the Customer's default and COMPANY shall have the right to enforce any other legal remedy or right. Furthermore, COMPANY shall be in no way obligated to restore the premises to its original condition or redecorate the premises in the event the System or part is removed as a result of the Customer's default in payment. Risk of loss of the System or any part of the System shall pass to the Customer upon delivery to premises of such System or part.

22) CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION: The costs of any additions, changes and variances in the system as herein contracted for or as originally installed made at the request of or made necessary or required by the Customer's action, or which may be demanded by any governmental agency, insurance interests, or inspection and ratings bureaus, are to be borne by the Customer. The Customer ACKNOWLEDGES THAT HE HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO THE CUSTOMER.

23) COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:

23.1) The following is understood and agreed to by the Customer and COMPANY: A) that COMPANY is not an insurer; B) that insurance, if any, shall be obtained by the Customer; C) that the payments provided for pursuant to this Agreement are based solely on the value of the System and services as set forth in the Agreement and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises; D) that COMPANY makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the System or service is designed to detect or avert. The Customer understands and agrees that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure to perform any of the obligations herein including, but not limited to, installation, warranty or repair service, monitoring, or the failure of the System to properly operate with resulting loss to the Customer because of, among other things:

23.1.1) The uncertain amount or value of the Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert;

23.1.2) The uncertainty of the response time of any police or fire department, or others should they be dispatched as a result of a signal being received or an audible device sounding;

23.1.3) The inability to ascertain what portion, if any, of any property loss or personal injury, or death would be proximately caused by COMPANY'S failure to perform or by its equipment to operate;

23.1.4) The nature of the service to be performed by COMPANY.

The Customer understands and agrees that if COMPANY should be found liable for loss or damage due from (i) failure of COMPANY to perform any of the obligations herein, including, but not limited to, installation, repair or warranty service, monitoring, (ii) the failure of the service or equipment in any respect whatsoever, or (iii) COMPANY'S active or passive negligence, COMPANY'S liability shall be limited to a sum equal to the total of six times the monthly monitoring charge or Two Hundred and Fifty Dollars (\$250.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of COMPANY, its agents, servants, assigns, employees, or subcontractors.

23.2) If the Customer wishes COMPANY to assume a limited liability in lieu of the liquidated damages as stated above, the Customer may obtain from COMPANY a limitation of liability by paying an additional periodic service charge to COMPANY. If the Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of the limited liability and the additional periodic charges. Such rider and additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

24) THIRD PARTY INDEMNIFICATION: When the Customer ordinarily has the property of others in his custody, or the System extends to protect other persons or their property, the Customer agrees to and shall indemnify, defend and hold harmless COMPANY, its employees, agents and subcontractors for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, installation, warranty service, monitoring, or operation or non-operation of the System, whether based upon active or passive negligence, warranty, contribution, indemnification, or strict or product liability on the part of COMPANY, its employees or agents. However, this provision shall not apply to claims for loss or damage which occur while an employee of COMPANY is on the Customer's premises and which are directly and solely caused by said employee, or for claims for loss or damage made during the installation of the System.

25) PURCHASE ORDERS: It is understood and agreed by and between the parties, that if there is any conflict between this Agreement and the Customer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

26) INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

27) ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.