

## 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

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(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:** Card Reader System services, leasing of equipment at the Behavioral Health Adult Services building, located at 1441 Constitution Blvd. Bldg. #400 2nd Floor Rm. #202., Salinas, Ca. 93906, as described in Exhibit A, Scope of Services.

### 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: \$ 46,993.33

### 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 Prior 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 Operation 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:

By:


 Jim Norkoli

(Signature of Chair, President, or Vice-President)

Jim Norkoli, President

Name and Title

Date: 24 October 2025

Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blitch, County Counsel

By:

DocuSigned by:


 Stacy Saetta

Stacy Saetta

C0ECE1B99F444A9

County Counsel

Chief Deputy County Counsel

Date: 11/1/2025 | 12:21 AM PDT

By:


 Jarl Saal

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jarl Saal, Secretary/CFO/Treasurer

Name and Title

Date: 24 October 2025

Approved as to Fiscal Provisions  
DocuSigned by:

By:


 Patricia Ruiz

Patricia Ruiz

E79EF64E57454F6

Auditor/Controller

Auditor Controller Analyst I

Date: 11/3/2025 | 11:10 AM PST

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

By:

David Bolton, Risk Manager

Date:

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, subds. (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

<sup>1</sup>Approval by the Office of the County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Review 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:

Provide Card Reader System services, leasing of equipment at the Behavioral Health Adult Services building, located at 1441 Constitution Blvd. Bldg. #400 2<sup>nd</sup> Floor Rm. #202., Salinas, Ca. 93906, as described in Exhibit A, Scope of Services.

##### **1.02 Termination of Prior Agreement:**

County and CONTRACTOR previously entered into the following agreement:

- a. Commercial Retail Installment Contract Alarm System 7 Services Agreement, Agreement between COUNTY and First Alarm, dated July 2, 2014:**

First Alarm – 1441 Constitution Blvd. Bldg. #400 2<sup>nd</sup> Flr #202

**CS # CARD 965**

Addendum No. 1

Term: Upon Execution – 9/30/2028

Card Reader System, Account # CS CARD 965, at 1441 Constitution Blvd. Bldg. #400 2<sup>nd</sup> Floor Rm. #202., Salinas, Ca. 939065, existing CONTRACTOR-Owned equipment and Card Reader 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 – 1441 Constitution Blvd. Bldg. #400 2<sup>nd</sup> Flr #202  
**CS # CARD 965**  
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: 24 October 2025

**Approved:**

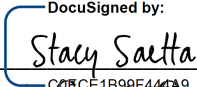
By:  Jarl Saal  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Jarl Saal, Secretary/CFO/Treasurer  
Name and Title


Date: 24 October 2025

**COUNTY OF MONTEREY**

**Approved as to Form:**

DocuSigned by:  
By:  Stacy Saetta  
Deputy County Counsel  
Chief Deputy County Counsel  
Date: 11/1/2025 | 12:21 AM PDT

**Approved as to Fiscal Provisions:**

DocuSigned by:  
By:  Patricia Ruiz  
Auditor/Controller  
Auditor Controller Analyst I  
Date: 11/3/2025 | 11:10 AM PST

**Approved:**

By: \_\_\_\_\_

Director of Health Services

Date: \_\_\_\_\_

**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 at 1441 Constitution Blvd. Bldg. #400 2<sup>nd</sup> Floor Rm. #202, Salinas, California 93906 (service location) CS# CARD 965, as set forth below:

1. Existing Equipment:

- Card Reader System at **1441 Constitution Blvd. Bldg. #400 2<sup>nd</sup> Floor Rm. #202., Salinas, Ca. 93906** for: One (1) Card Reader System.

	CARD READER LOCATIONS
1	Mail Room
2	Nurse Room
3	Main Lobby
4	Suite #200 Lobby
5	By Suite #248
6	By Suite #257
7	By Suite #237
8	Suite #201
9	XR500N (Control Equipment)

First Alarm – **CS# CARD 965**  
1441 Constitution Blvd. Bldg. #400 2<sup>nd</sup> Floor Rm. #202., Salinas, Ca. 93906  
Term: Upon Execution – 09/30/2028  
NTE: \$46,993.33

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed **\$46,993.33** 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 New service fees from existing equipment described in above section A.1.1****Price for year of 2025**

<b>Card Reader System</b>	<b>Monthly Cost</b>	<b>Quarterly Cost</b>
8 Card Reader Locations	\$425.05	\$1,275.15

**Price Increase Effective January 1, 2026**

<b>Card Reader System</b>	<b>Monthly Cost</b>	<b>Quarterly Cost</b>
8 Card Reader Locations	\$440.78	\$1,322.34

**B.3 Total Agreement Payment**

<b>Service Description</b>	<b>Service Amount</b>
Monthly Fees (41 months)	\$17,993.33
New Installation/Equipment Fees	\$6,000.00
Outstanding Invoices (2024 – 2025)	\$15,000.00
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
<b>Total Agreement Payment</b>	<b>\$46,993.33</b>

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,

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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](mailto:MCHDBHFinance@countyofmonterey.gov)  
Cc: [411-moco-facilities-invoices@countyofmonterey.gov](mailto:411-moco-facilities-invoices@countyofmonterey.gov)  
Cc: [belmana@countyofmonterey.gov](mailto: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.

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# CARD 965**  
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NTE: \$46,993.33

LW 1342

# EXHIBIT B

## Prior Agreement



### COMMERCIAL RETAIL INSTALLMENT CONTRACT

#### Alarm System & Services Agreement

LICENSES AC21277 BONDED &amp; LICENSED LICENSE# 430630

1111 Erietas Dr.  
Aptos, CA 95003  
(831) 476-1111  
Fax: (831) 585-6628

807 Charles, Suite A  
Seaside, CA 93955  
(831) 649-1111  
Fax: (831) 899-7310

2355 Paragon Dr., Suite E  
San Jose, CA 95131  
(408) 886-1111  
Fax: (408) 615-8290

8555 Hunter Dr., Suite 7  
Rohnert Park, CA 94928  
(707) 542-1111  
Fax: (707) 585-2484

This Agreement is entered into this 28 day of APRIL, 2014, 200  , by FIRST ALARM, a California corporation, hereinafter referred to as "Company," and County of Monterey Health Department, Behavioral Health Division, Adult Services, hereinafter referred to as "Subscriber," at: 1441 Constitution Blvd Building 400 Suite 202 Salinas Ca 93906, California.

1) Installation of Company Owned System: We will install the security system described below, provide repair service and the other services described herein. The alarm system is herein referred to as the "System." The System will always remain our property.

Approximate Installation Starting Date: 06-01-2014 Approximate Installation Completion Date: 10-15-2014

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provided Company with the license or permit number.

Qty.	Type of Detection	Location	COMPANY OWNED SYSTEM
	<b>Card Reader System</b>		
1	XR500N Main Controller	Interior/Locked Office/bld	Contract Status:
1	User Keypad Station	Interior/Locked Office/bld	<input checked="" type="checkbox"/> New <input type="checkbox"/> Addition
8	Wiegand Modules	Main Control/ Splice Can	<input type="checkbox"/> Activation of Existing system
8	Mullion Card Readers	Main Doors Off hallway	
1	24VDC Power Supply	Interior/Locked Office/bld	Types of Service(s):
3	12VDC Batteries	Main Controller/ Power Sup	<input type="checkbox"/> Burglar <input type="checkbox"/> Fire <input type="checkbox"/> CCTV <input checked="" type="checkbox"/> Access <input type="checkbox"/> Other: _____
7	Use of (s) door hardware	Connect to powered Locks	
1	Door Locking Hardware	Install new (replace cipher)	Monthly Expense:
60	Proximity Cards	Admin/ Users	<input checked="" type="checkbox"/> Standard Monthly Expense \$ <u>333.00</u> <i>initial</i>
1	USB Proximity Card	Admin/ Users	<input type="checkbox"/> Standard Monthly Auto Pay Expense \$ _____
-	Entre Business Software (16 doors included expandable to 96 doors & 24 panels)	Installation fee \$950.00 plus \$ 45.00 per month is included in installation fee and monthly express	Recurring Billing:
			<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annually <input type="checkbox"/> Annually
	Tie Controller into Client provided network equipment & existing "System Link software County IT Help required)	Client-provided network location/switch, etc Note: Software has been installed at Annual Services via prior reader work there.	Enhanced Service Options:
	\$ 7,297.00 one time total installation fee. Monthly service fee at right column thank you	Note Client to provide AC power plug(s) as needed	Service Mo. Amt. Initial
	More readers, cards software add-on etc upon request. Thank you	Patching & painting of wall or ceiling penetrations that me be required and if conduit is needed are not included in this contract	24-Hour Test Report \$ _____
			Weekly Test Report \$ _____
			U.L. Certification \$ _____
			On Site System Testing* \$ _____
			*Fire testing frequency per NFPA requirements.
			Open/Close Activity Log \$ _____
			Supervised Schedule \$ _____
			Activity Reports \$ _____
			Remote Account Services \$ _____
			First-Link Online Account Access \$ _____
			SecureCom RF* (Line Security) \$ _____
			SecureCom IP* (Line Security) \$ _____
			SecureCom Cell* \$ _____
			*All SecureCom equipment remains property of First Alarm.
			E-mail Reports <input type="checkbox"/> Daily <input type="checkbox"/> Weekly \$ _____
			E-mail Address: _____
			Mailed Reports <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly \$ _____
			<input type="checkbox"/> I decline all Enhanced Service Options Client Initial ( <u>CS</u> )

#### 2) Price, Payment and Term:

Subscriber hereby agrees to pay Company, its agents or assigns, the sum of

\$ three thousand six hundred forty eight and 50/100 Dollars (\$ 3,648.50 ) upon execution of this Agreement and

\$ three thousand six hundred forty eight and 50/100 Dollars (\$ 3,648.50 ) upon completion of the installation.

For the installation of the System you agree to pay fifty percent ( 50 %) of the total Install Amount shown above upon signing of this Agreement and the balance upon substantial completion of the installation. We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of the System you will pay us the Total Monthly Service Fee, in advance, starting on the first day of the month following the month in which service begins. In addition, you will pay the prorated service fee for the month in which service starts, and any applicable sales or use taxes. This Agreement will have an original term of five (5) years and automatically renew and continue for successive three (3) year terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

Client Initial ( CS )

3) **Installation of System:** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24 hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not, because of concealed obstructions or hazards such as pipes, wires or other obstructions, are present any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will let us know within ten (10) days, otherwise the System will have been accepted by you.

4) **Alarm System Monitoring Service:** If you have subscribed to monitoring service, we shall connect the System(s) to our monitoring facility (the "Center"). When an alarm signal from the System is received, the Center will try to telephone the proper police or the department or other emergency personnel and the first available person on the emergency call list you give us; and when a non-emergency signal is received, the Center will attempt to contact you or the first available person on your emergency call list but will not notify emergency authorities. The Center reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. We and the Center may discontinue any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the tape recording of all telephonic communications between your premises and our offices, including the Center. You acknowledge and agree that both you and Company are required to comply with all laws, rules, and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such governmental agencies, now or in the future requires physical or visual verification or multi-telephone verification (e.g., two-call verification) of an emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee.

5) **Transmission Lines:** The System includes a communicator that sends signals to the Center over your regular telephone service. You will pay for all telephone charges including any installation fee for a special RJ31X jack to connect the System to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. If a cellular communications system is used for back-up transmission of alarm signals from your premises to the Center, you acknowledge that the use of cellular systems are controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may be imposed or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control. You may be required to execute an additional agreement for cellular transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the System because of area code changes or other dialing pattern changes. The use of DSL or other broadband telephone service may prevent the System from transmitting signals to the Center and/or interfere with the telephone line-features of the System. Such service should be installed on a telephone number that is not used for alarm signal transmission. You agree to not use the System if you have installed or intend to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

6) **False Alarms:** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

7) **Repair Service:** We shall provide repair service for the System. Subscriber agrees to allow reasonable access to the System. Repair service includes all parts and labor for repairs necessitated by ordinary wear and tear, but does not include window screens or disposable items such as camera film, video tape and batteries which you agree to pay for at our prevailing rates. We may substitute materials of equal quality at time of replacement and may install reconditioned used parts. All repairs shall usually be performed as soon as reasonably possible during our normal business hours which are 9:00am to 5:00pm Monday through Friday except Company holidays. You shall pay us for all parts and labor necessary to repair the System as a result of damage caused by accident, misuse, acts of God, attempted unauthorized repair service, extraordinary maintenance and repair due to alterations in your premises, alterations to the System made at your premises, damage to your premises, your failure to follow proper operating instructions provided by us with respect to the System, or any cause beyond our reasonable control. Charges for repairs will be based upon our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. If you fail to pay for such charges upon completion of the work, we may terminate this Agreement.

8) **Subscriber's Duties:** You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency use and operation of the System. You are solely responsible for providing and maintaining film and/or video tape for CCTV systems and we do not provide film developing or video editing services.

9) **Suspension or Cancellation of this Agreement:** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) You do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the System, decals and yard signs from your premises pursuant to Section 12. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH

10) **Termination, Default, and Removal of System:** You acknowledge and agree that this Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF THE COMPANY. You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but our service personnel. In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration or termination of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. We may contract or extensions or renewals thereof, including, but not limited to recovery of our loss of profit for the collection of any and all sums due under the entire remove the System, or any portion of the System, in a workmanlike manner, but we shall not be responsible for or have any obligation to repair minor damage to your premises (such as, but not limited to, screw or fastener holes, or paint or wall finishing damage) resulting from such removal. You will return the System to us in good condition, reasonable wear and tear excepted. You agree that installation of the System does not create a fixture to your premises. Company shall not be liable for any conditions of the premises upon removal of the System. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. If you fail to make any payment when due we may discontinue work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law which ever is less.

11) **Assignees and Subcontractors:** We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 13 and 14, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

12) **Changes to the System:** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

13) **Company is Not an Insurer; Liquidated Damages; Limitation of Liability:** You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair services may not always operate properly for various reasons; (e) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (f) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System.

Client Initial 

**THEREFORE YOU AGREE**

Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$250.00 or six (6) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

**YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

**14) Third Party Indemnification and Subrogation.** If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damage happens while one of our employees or subcontractors is in or about your premises, and such harm or damage is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

**16) Limitation on Lawsuits; Reference:** Both Company and Subscriber agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Company in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of Section 538, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

**16) INCREASE IN SERVICE FEE:** You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Service Fee Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

**17) ENTIRE AGREEMENT.** The entire and only Agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or Agreements. It may only be changed by a written Agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

**18) OUR LICENSES:** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 28000, SACRAMENTO, CALIFORNIA 95826.

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND TWO COPIES OF THE NOTICE OF CANCELLATION FORM. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANYWAY INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.**

**19) DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 13 AND 14 OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE LESSER OF \$250.00 OR SIX (6) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

<b>FIRST ALARM</b> Alarm Employee Registration No. <u>ACE #82914</u>	<b>SUBSCRIBER NAME:</b> <u>County of Monterey</u>
By (Alarm Employee): <u>Vincent Cardinale</u>	By (Owner): <u>County of Monterey</u>
By (Authorized Officer): <u>[Signature]</u>	Date Signed: <u>7-2-14</u>

**THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS EITHER APPROVED IN WRITING BY A MANAGER, OR WE START THE INSTALLATION OR SERVICE. 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 THE AGREEMENT.**

<b>FOR OFFICE USE ONLY</b>		<b>BILLING ADDRESS: (If billing address is different than Site)</b>	
Job#	CS#	Name: County of Monterey - Dept of Health	
<b>COMMENTS/CLARIFICATION:</b>		Street Address: 1270 Nashvada Rd.	
		City: Salinas State: CA Zip: 93906 County: Monterey	
		Contact Person: Accounts Payable	
		Telephone Number: 831-756-4532	
		Site Telephone Number: 831-796-1700 Fax Number: <u>8</u>	

**Responsible Persons Emergency Call List:**

Please list those whom you would like First Alarm to call in the event an alarm status is received by our Central Station from your system. Please list the names and telephone numbers in the order in which you would like them called (your own telephone numbers included). Persons listed must have access to the premises and knowledge of how to reset your alarm system.

Name & Position	Home Telephone #	Work Telephone #	Pager/Cell #
1. <u>Forashed under separate cover</u>	( ) _____	( ) _____	( ) _____
2. _____	( ) _____	( ) _____	( ) _____
3. _____	( ) _____	( ) _____	( ) _____