

## 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:** 24-hour monitoring for Intrusion/Burglar Alarm System services, leasing of equipment at the Behavioral Health WIC building, located at 632 E. Alisal St., Salinas, California 93905, 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: \$ 14,921.41

### 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

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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,

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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,

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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

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

Contracts/Purchasing Officer

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

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

Department Head (if applicable)

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

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: \_\_\_\_\_

11/13/2025 | 12:03 PM PST

Approved as to Fiscal Provisions

DocuSigned by:

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

*Patricia Ruiz* Patricia Ruiz

E79EF64E57454F6

Auditor/Controller

Auditor Controller Analyst I

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

11/13/2025 | 1:12 PM PST

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

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

David Bolton, Risk Manager

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

### CONTRACTOR

First Alarm

Contractor/Business Name \*

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

Jim Norkoli

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

Jim Norkoli, President

Name and Title

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

24 October 2025

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 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.

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Revised 2/6/2025

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Agreement ID: First Alarm - 632 E. Alisal (WIC)  
Term: Upon Execution - 9/30/2028  
Total Agreement Amount: \$14,921.41

## **ADDENDUM NO. 1**

### **TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND FIRST ALARM.**

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 24-hour monitoring for Intrusion/Burglar Alarm system services, leasing of equipment at the Behavioral Health WIC building, located at 632 E. Alisal St., Salinas, Ca. 93905, as described in Exhibit A, Scope of Services.

**1.02 Termination of Prior Agreement:**

County and CONTRACTOR previously entered into the following agreement (**Exhibit B – Prior Agreement**):

- a. **Commercial Retail Installment & Service Contract, Agreement between COUNTY and First Alarm, dated January 31, 1994:**

First Alarm – 632 E. Alisal St. (WIC)

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Addendum No. 1

Term: Upon Execution – 9/30/2028

Intrusion/Burglar Alarm System, Account #58-7253, at 632 E. Alisal St., Salinas 93905, existing CONTRACTOR-Owned equipment and 24-hour monitoring Intrusion/Burglar 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 – 632 E. Alisal St. (WIC)  
**CS # 58-7253**  
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:

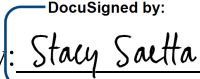
By:  Jim Norkoli  
(Signature of Chair, President, or Vice-President)  
  
Jim Norkoli, President  
Name and Title  
  
Date: 24 October 2025

Approved:


By:  Jarl Saal  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)  
  
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: 11/13/2025 | 12:03 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:  
By:  Patricia Ruiz  
Auditor/Controller  
Auditor Controller Analyst I  
Date: 11/13/2025 | 1:12 PM PST

Approved:

By: \_\_\_\_\_  
Director of Health Services  
  
Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
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 the Women Infant and Children Center (WIC) located at **632 E. Alisal, Salinas, California 93905** (service location) **CS# 58-7253**, as set forth below:

1. Existing Equipment:

- Intrusion Security System at **632 E. Alisal St., Salinas, California, 93905** for:  
One (1) **Intrusion Security Alarm System.**

<b>DEVICE</b>	<b>DESCRIPTION/LOCATION</b>	<b>DEVICE COUNT</b>	<b>SERIAL #</b>
Front Door E/E	Front Door	1	Hardwire
Perimeter Door	Perimeter Door	1	Hardwire
Zone 3	Meeting Room IR	1	Hardwire
Zone 4	Front IR	1	Hardwire
Zone 5	Admin IR	1	Hardwire
Zone 6	Glass break	2	Hardwire

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed **\$14,921.41** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

First Alarm – **CS# 58-7253**  
632 E. Alisal St. (WIC), Salinas, CA  
Term: Upon Execution – 09/30/2028  
NTE: \$14,921.41

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 as described in above section A.1.1 and A.1.2.**

**Price for year 2025**

<b>Intrusion/Burglary Alarm System</b>	<b>Monthly Cost</b>	<b>Quarterly Cost</b>
Activity Reports	\$5.00	\$15.00
Monitor Lease (Landline)	\$38.45	\$115.35
Open/Close Log (email)	\$32.04	\$96.12
<b>TOTAL</b>	<b>\$75.49</b>	<b>\$226.47</b>

**Price Increase Effective January 1, 2026**

<b>Intrusion/Burglary Alarm System</b>	<b>Monthly Cost</b>	<b>Quarterly Cost</b>
Activity Reports	\$5.14	\$15.42
Monitor Lease (Landline)	\$39.53	\$118.59
Open/Close Log (email)	\$32.94	\$98.82
<b>TOTAL</b>	<b>\$77.61</b>	<b>\$232.83</b>

**B.3 Total Agreement Payment**

<b>Service Description</b>	<b>Service Amount</b>
Monthly Fees (41 months)	\$3,171.41
Outstanding Invoices	\$750.00
New Installation/Equipment Fees	\$6,000.00
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	\$5,000.00

First Alarm – **CS# 58-7253**  
632 E. Alisal St. (WIC), Salinas, CA  
Term: Upon Execution – 09/30/2028  
NTE: \$14,921.41

services and/or expenditures may be added by written approval from the Health Department Facility Manager prior to providing services.	
<b>Total Agreement Payment</b>	<b>\$14,921.41</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, 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 **shall** 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

First Alarm – **CS# 58-7253**  
632 E. Alisal St. (WIC), Salinas, CA  
Term: Upon Execution – 09/30/2028  
NTE: \$14,921.41

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# 58-7253**  
632 E. Alisal St. (WIC), Salinas, CA  
Term: Upon Execution – 09/30/2028  
NTE: \$14,921.41

1111 Est. /e  
Seacliff, Ca. 93

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



Aptos (408) 888-1111  
Gilroy (408) 848-1111  
Los Gatos (408) 866-1111  
Monterey (408) 849-1111  
Salinas (408) 424-1111  
Santa Cruz (408) 478-1111  
Watsonville (408) 728-1111

### ALARM SALE/MONITORING AGREEMENT

This Agreement is entered into this 29<sup>th</sup> day of January, 1994, by and between FIRST ALARM, a California corporation hereinafter referred to as "Company", of

of Salinas, California, hereinafter referred to as "Customer".

1) INSTALLATION AND SERVICE:

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
		757 76 51	
PTS	MODEL	TYPE OF DETECTION	LOCATION
1	640	Zone Expander Board	
2	626	up Graded Key Pad	
2	1078	Front Entry Doors	
2	7100	Glass Break	
1	774I	Motion Detector	
2	269H	Panic Buttons	
To Be Intergrated into existing system of a 6/12 master control options			
yes	(269H) Panic Buttons	22.50 Install	2.25 (monthly each)
no	774I Motion Detector	60. Install	6. monthly each

2) PAYMENT AND TERMS:

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

\$ upon execution of this Agreement and Dollars

\$ 425. upon completion of installation and the sum of Dollars

\$ 4250 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 Dollars

addition, the Customer shall pay the pro rate 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 21 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 ENTITLED TO RELY 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: Michael J. Gutierrez  
AGENT  
Registration No. Carl Seal  
Approved: Carl Seal  
Authorized Official

CUSTOMER  
By: Alfred Lopez for Sally Wells  
Title: Acctg. Techn.  
Date signed: 1/31/94

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

# RETAIL CONTRACT ADDENDUM

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.  
Aptos, CA 95003  
Telephone (831) 476-1111

1 Lower Ragsdale Dr., #3700  
Monterey, CA 93940  
Telephone (831) 649-1111

2365 Paragon Dr., Suite E  
San Jose, CA 95131  
Telephone (408) 866-1111

6153 State Farm Dr.  
Rohnert Park, CA 94928  
Telephone (707) 542-1111

3701 Collins Ave., Suite 3S  
Richmond, CA 94806  
Telephone (510) 338-1111

THIS ADDENDUM dated October 03, 2023 shall become part of and subject to the terms and conditions therein of the existing contract, titled Retail Installment Contract, and dated October 02, 2023, by and between First Alarm and the Subscriber County of Monterey Health Department, located at Women Infants Children (WIC): 632 East Alisal Street, Salinas, CA 93905.

It is agreed and understood between the parties hereto that the Subscriber requests First Alarm to install additional equipment and related devices and/or services as follows:

Equipment List			Primary Communication Type	Amount	Accepted		
QTY	Description	Location	Landline Radio	Internet Local ONLY	Cellular		
1	This addendum documents adding Activity Reports, \$5.00 monthly fee	DS ED			\$0.00	<input checked="" type="checkbox"/>	
PURCHASE PRICE: \$0.00							
			Secondary Communication Type				
			Landline Radio	Internet None	Cellular	\$0.00	<input type="checkbox"/>
Enhanced Services							
			Mobile App Security w/ Video			\$0.00	<input type="checkbox"/>
			Account Web Portal			\$0.00	<input type="checkbox"/>
			Communication Tests :			\$0.00	<input type="checkbox"/>
			On Site System Testing (Fire testing frequency per NFPA)			\$0.00	<input type="checkbox"/>
			Video Verified Alarm			\$0.00	<input type="checkbox"/>
			Video Guard Tour			\$0.00	<input type="checkbox"/>
			VPN Support			\$0.00	<input type="checkbox"/>
			Video Security Escort			\$0.00	<input type="checkbox"/>
			Video Trespass Interdict			\$0.00	<input type="checkbox"/>
			Delivery Notice Delivery Escort			\$0.00	<input type="checkbox"/>
			Open/Close: Event Logs Schedule Must Call			\$0.00	<input type="checkbox"/>
			Email Reports (req Open/Close event Log)			\$5.00	<input checked="" type="checkbox"/>
			Remote Access Control			\$0.00	<input type="checkbox"/>
			Silver Shield (M-F 8a-5p) Gold Shield (24/7)			\$0.00	<input type="checkbox"/>
			Key Retention			\$0.00	<input type="checkbox"/>
			Software License			\$0.00	<input type="checkbox"/>
			Software Maintenance			\$0.00	<input type="checkbox"/>
			Patrol Response Retainer			\$0.00	<input type="checkbox"/>
			Emergency Phone Monitoring			\$0.00	<input type="checkbox"/>
			UL Certificate for the Agreement Term			\$0.00	<input type="checkbox"/>
			Line Security			\$0.00	<input type="checkbox"/>
I ACCEPT THE ABOVE SELECTED SERVICES							
Additional Notes							

The Subscriber hereby agrees to pay to First Alarm, its agents or assigns, the sum of **\$0.00** for the cost of connecting said additional equipment and related devices and/or services. Said amount to be payable as follows:

1. \$0.00 at the time of the signing of this Addendum
2. \$0.00 upon completion of the installation of said additional equipment and related devices and/or services.
3. And Subscriber shall pay in addition to the existing monthly rate the further sum of \$5.00

This Addendum shall not be binding upon First Alarm unless accepted in writing by an authorized representative of First Alarm; and in the event of failure of acceptance, the sole liability of First Alarm shall be to refund to the Subscriber the amount, if any, that has been paid to First Alarm upon the signing of this Addendum.

The Subscriber hereby acknowledges receipt of a copy of this Addendum.

First Alarm Alarm Employee Registration No. (111)-111-1111	CUSTOMER NAME County of Monterey Health Department
By (Alarm Employee Signature): DocuSigned by: <i>Karen Kelly</i> 977E605834084D0...	By (Signature): DocuSigned by: <i>Emily Delisseques</i> B069209436E041E... Title:
By (Authorized Officer Signature):	Date Signed: 12/13/2023

Certificate Of Completion

Envelope Id: B2B80CE6B8644DDCB35EB05E2B6477A0

Status: Completed

Subject: Complete with DocuSign: Women Infants Children (WIC) CS#58-7253 Addendum.pdf

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Karen Kelley

1111 Estates Drive

AutoNav: Enabled

Aptos, CA 95003

Envelopeld Stamping: Enabled

kkelley@firstalarm.com

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 24.104.76.110

Record Tracking

Status: Original

Holder: Karen Kelley

Location: DocuSign

10/3/2023 11:25:35 AM

kkelley@firstalarm.com

Signer Events

Karen Kelley

kkelley@firstalarm.com

Field Customer Service Representative

First Alarm

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



977E605834084D0...

Signature Adoption: Pre-selected Style

Using IP Address: 24.104.76.110

Timestamp

Sent: 10/3/2023 11:28:46 AM

Viewed: 10/3/2023 11:28:51 AM

Signed: 10/3/2023 11:28:54 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Emily Deleissegues

DeleisseguesE@co.monterey.ca.us

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



B969203436EC41E...

Signature Adoption: Pre-selected Style

Using IP Address: 192.92.176.113

Timestamp

Sent: 10/3/2023 11:28:55 AM

Resent: 10/20/2023 4:33:01 PM

Resent: 11/7/2023 3:12:34 PM

Resent: 12/13/2023 10:14:47 AM

Viewed: 12/13/2023 5:40:10 PM

Signed: 12/13/2023 5:40:17 PM

Electronic Record and Signature Disclosure:

Accepted: 12/13/2023 5:40:10 PM

ID: 286e8aaa-c644-433b-99b2-18b8239be9e2

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent

Hashed/Encrypted

10/3/2023 11:28:46 AM

Certified Delivered

Security Checked

12/13/2023 5:40:10 PM

Signing Complete

Security Checked

12/13/2023 5:40:17 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	12/13/2023 5:40:17 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**CONSUMER DISCLOSURE**

From time to time, First Alarm (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact First Alarm:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [janacleto@firstalarm.com](mailto:janacleto@firstalarm.com)

**To advise First Alarm of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [janacleto@firstalarm.com](mailto:janacleto@firstalarm.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from First Alarm**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [janacleto@firstalarm.com](mailto:janacleto@firstalarm.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with First Alarm**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [janacleto@firstalarm.com](mailto:janacleto@firstalarm.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify First Alarm as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by First Alarm during the course of my relationship with you.