



# SSD Alarm

1740 N Lemon Street  
Anaheim, CA 92801  
714-449-9900

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156026C-102523

Alarm Company License: ACO#1434  
State Contractors License: (C-7, C-10, C-16) #557497

☐ New System or Takeover ☐ New Owner Resign ☐ Addition to Current Contract ☐ Name Change ☒ Alteration Cancel Former Contract

This agreement is made this 20th day of June, 2023, by and between SECURITY SIGNAL DEVICES, INC., a California corporation hereinafter called "SSD" and City of Menifee - All Sites - Fire hereinafter called "Subscriber".

(1) **INSTALLATION.** SSD agrees to install, or cause to be installed, and, if applicable, to provide monitoring and/or other services, without liability and not as an insurer, the security/fire System, hereinafter sometimes referred to as the "System(s)", as set forth herein. Installation location:

See Attachment 'A' For Site Info

Approximate Installation Start Date: 07/01/2023

Approximate Installation Completion Date: 07/31/2023

## (2) TERM AND PAYMENT

Failure by SSD, without justification, to substantially commence work within 20 days from the approximate date specified above is a violation of the Alarm Company Act.

Subscriber hereby agrees to pay SSD, its agents or assigns, the total installation sum of (see Attachment "A") upon the completion of installation or at the option of SSD progress invoices will be billed and Subscriber agrees to pay within 25 days of the date of the invoice, and (see Attachment "A") monthly, to be paid ☐ Monthly; ☒ Quarterly; or ☐ Annually in Advance; plus applicable state and/or local tax(es), for a period of sixty (60) Months from the date the above described work is completed unless otherwise stated. This agreement shall automatically renew itself for additional twelve (12) Month periods, at the then existing monthly rate unless either party shall notify the other, in writing, via certified mail, of its intention to terminate, not less than ninety (90) days prior to the expiration of the original term or any subsequent term thereafter.

(3) **ALARM PERMIT FEES.** Subscriber understands that some cities may require an alarm permit and an application fee in order to legally operate the alarm System and receive police and/or fire department response. It is Subscriber's responsibility to contact the proper city office and obtain and pay for any such permit, as well as obtain and abide by the rules and guidelines pertaining to the use of their System.

(4) **TELEPHONE COMPANY CHARGES.** Any applicable telephone company connection fees, jack installation fees or related monthly charges are not included and will be billed separately by the phone provider or SSD. Calls to the 911 emergency operators cannot be made when the System is activated and some telephone services such as DSL and VOIP may affect reliability. Therefore Subscriber may wish to have the System connected to a separate communication or back-up transmission method. If Subscriber's telephone, cellular or internet service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to SSD and the Monitoring Center will not know of the service problem.

(5) **FIRE ALARM SYSTEMS.** Unless otherwise stated herein, any required periodic fire alarm testing is not included and will be billed on an hourly basis. Should any local fire authority now or in the future determine that modifications or additional equipment is necessary, this agreement will be modified as needed and Subscriber agrees to pay for any additional fees. Unless otherwise stated herein, any required engineered drawings, submittals, permit plan check fees and/or inspection fees are not included and will be paid by Subscriber. Subscriber agrees to reimburse SSD for any such expenses as well as all related labor at SSD's current labor rates. Subscriber agrees to comply with all applicable local and national fire system installation, testing and maintenance regulations. Subscriber authorizes SSD to perform any necessary services to conform to the above regulations and agrees to pay SSD for those mandatory services. Subscriber to provide two dedicated phone lines with RJ31X jacks or alternative forms of communication approved by the AHJ, and 120 VAC power at each Fire Alarm Control. Unless otherwise stated herein, conduit, back boxes, and sprinkler devices are excluded and provided by others.

(6) **DISCLAIMER OF WARRANTIES.** SSD DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE ALARM SYSTEM OR SERVICES WILL PREVENT ANY LOSS; OR THAT THE ALARM SYSTEM OR SERVICES WILL PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED. Subscriber acknowledges and agrees: that SSD has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose, nor has Subscriber relied on any representations or warranties, express or implied. Subscriber further acknowledges and agrees: that any affirmation or fact or promise shall not be deemed to create an express warranty, and that there are no warranties that extend beyond the face of this agreement hereof. Subscriber further acknowledges and agrees: that SSD is not an insurer; Subscriber assumes all risk of loss or damage to Subscriber's premises or to the contents thereof; and that subscriber has read and understands all of this agreement, particularly Paragraph 17 and 18 which set forth SSD's maximum liability in the event of any loss or damage to Subscriber or anyone else.

(7) **BACK-UP ALARM COMMUNICATION:** Subscriber has been offered one or more of the following as a secondary means of system communication: Radio, Cellular, Internet and Landline, in the event Subscriber's primary systems communication method fails for any reason or is sabotaged. If Subscriber has opted to decline this additional level of protection, Subscriber understand that SSD has no control over and accepts no responsibility for any Radio, Cellular, Internet or Landline transmission failures.

(8) **RECEIPT OF COPY.** Subscriber acknowledges receipt of a copy of all pages as referenced above.

TERMS AND CONDITIONS CONTAINED ON THE FOLLOWING PAGES OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART THEREOF.

SECURITY SIGNAL DEVICES, INC.

Presented By: Alisa Murray

Alarm Agent #: 527980

APPROVED:

(SSD Authorized Signature)

BY:

(Customer Authorized Signature)

DATE:

NAME:

(Customer Print Name)

TITLE:

THIS AGREEMENT SHALL NOT BE BINDING UPON SSD UNLESS EITHER APPROVED IN WRITING BY AN AUTHORIZED ADMINISTRATOR OF SSD OR SSD BEGINS THE INSTALLATION OR COMMENCES SERVICE. IN THE EVENT OF FAILURE OF APPROVAL, SSD'S SOLE LIABILITY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO SSD UPON THE SIGNING OF THIS AGREEMENT LESS ANY COSTS INCURRED BY SSD. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY AN AUTHORIZED ADMINISTRATOR OF SSD AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

This Agreement may be executed and transmitted by facsimile, email, Adobe/PDF format, or other similar media, each of which shall be deemed an original signed by the transmitting party, the authenticity of which signature(s) shall be deemed to be affirmatively represented by the transmission.



(9) **INSTALLATION OF SYSTEM.** Subscriber will permit SSD to install the System(s) during SSD's normal business hours and will provide SSD uninterrupted access to Subscriber's premises. Subscriber warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System(s) under all conditions set forth herein. Subscriber has approved the locations of where all devices will be installed. Pricing provided is based on job site conditions allowing unobstructed access to all wire pathways and device locations throughout the facility. In the event site conditions change and impede the installation of the system, additional labor and materials may be required to complete the installation and will be chargeable to the subscriber. If the alarm System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. Subscriber 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, broken windows, sprinkler shut-off valves etc.) that SSD deems reasonably necessary to facilitate the installation and operation of the System(s). Subscriber will provide adequate lighting for any CCTV System. Subscriber understands Camera protection is not intended to provide coverage beyond a limited field of view and that SSD has no control over conditions that may affect the video quality and resolution such as equipment capability, lighting, fog, rain, weather, distance, angle of view, blockage, power, etc. If telephone or utility services or wiring are necessary for the installation and operation of the System, Subscriber will provide them at Subscriber's expense. Subscriber has the affirmative duty to inform SSD, in writing, prior to beginning of installation, of every location at the premises where SSD should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, SSD will determine where to drill holes and place equipment. SSD will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be Subscriber's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, SSD will cease work until Subscriber has, at Subscriber's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to SSD personnel. In no case shall SSD be liable for discovery or exposure of asbestos or other hazardous material. Upon completion of the System(s), Subscriber will thoroughly inspect the System(s) to verify that all equipment has been installed and is working properly. SSD will thoroughly instruct Subscriber in the proper use of the System. In the event there is a discrepancy the Subscriber will notify SSD, in writing via certified mail, within ten (10) days after completion; otherwise the System(s) will have been accepted by Subscriber. SSD assumes no liability for delay in installation or for interruption of service due to labor dispute, riots, power failures, insurrection, interruption of or unavailability of phone service, acts of God, bad weather, terrorism, delays caused by other trades or any other cause beyond the control of SSD and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue. In the event of any of the aforementioned delays, subscriber agrees to reimburse SSD for any additional costs that SSD may incur. Starting the installation of wiring or delivery of any equipment to your premises or initiating plan engineering of the system will constitute substantial commencement of the work to be performed. Radio communicators may be replaced temporarily or permanently, at the sole discretion of SSD, if radio coverage is insufficient.

(10) **OWNERSHIP OF SYSTEM.** (a) Unless otherwise indicated herein, the entire System, including all devices, instruments, and all connections, wires, conduits and other materials associated therewith, except telephone company lines, is and shall at all times remain the sole property of SSD. Subscriber does hereby agree to protect the said equipment and to indemnify and pay to SSD the cost of repair or replacement for any loss or damage to SSD'S equipment including but not limited to loss by fire, earthquake, riots, flood, or other damage or destruction. At the conclusion of this agreement, including any renewal term, the equipment and wiring is not to be disturbed, removed or utilized by Subscriber or any third party unless SSD has agreed in writing to sell the System or wiring. Any unauthorized conversion of this equipment will be billed to Subscriber and Subscriber agrees to pay that bill upon demand. At the end of this agreement, Subscriber will permit SSD to remove all or any portion of the System and SSD may choose to abandon all or any portion of the System. (b) Where Subscriber purchases the alarm System, the digital communicator, yard signs and decals shall at all times remain the property of SSD, and may be removed by SSD unless Subscriber continues to subscribe to monitoring service. Subscriber will notify SSD via certified mail no later than 30 days in advance of any intention to vacate the premise or sell the property/business. Such event will not relieve the Subscriber of any other obligations hereunder.

(11) **REPAIR SERVICE.** Unless otherwise stated herein SSD will repair the newly installed System at no labor charge for a period of ninety (90) days, and will provide parts at no charge for a period of one (1) year. After the expiration of these time periods, all service calls will be billed on a time and material basis. Unless otherwise stated herein, all existing devices are repairable on a time and material basis. \*When contracted for, the SSD Provided System (SPS) is covered for all repairs and service excluding lift charges and batteries for wireless devices, if required. If any part of the (SPS) system cannot be repaired and is no longer available, it will be replaced with equipment having at least the same quality and performance at no charge. Remote code changes are included provided that the code change can be made remotely from SSD's Central Monitoring Station. Systems which do not allow remote access will require an SSD trained technician to implement the code change while on site, and Subscriber accepts SSD's standard service rates in order to facilitate this change. \*When contracted for, the Full Service Plan includes parts and labor for all repairs and service excluding lift charges and batteries for wireless devices, if required. Notwithstanding any of the above, repairs required because of Subscriber's misuse or abuse of the System or damage from an external source, or act of God, will be charged to Subscriber. Subscriber shall pay all charges, which may result from any alteration, remodelling, repair, or other change to Subscriber's premises. Additions to, or changes in or rearrangement of the space protection components, necessary by stock, fixture, or structural changes, which shall be necessary to retain the original protection provided shall be at Subscriber's expense. Additionally, miscellaneous fees beyond the control of SSD (i.e. parking, inspection, plan submittal or plan engineering fees) shall be billed to Subscriber. SSD and/or its subcontractor(s) shall be the sole provider of service and Subscriber agrees not to allow any other person to service or disturb any of the equipment or wiring during the term of this agreement. SSD's obligation hereunder relates solely to the described services and SSD is in no way obligated to maintain, repair, service, or to assure the operation of the property, system or any other device or devices of the Subscriber or of others which SSD's system may be attached or connected which may include however not be limited to, HVAC, Duct Detectors, and all Sprinkler related devices. Further, SSD will not be held liable to repair or redecorate any portion of the Subscribers premises upon removal of all or part of SSD's system. SPS and Full Service plans are subject to SSD's standard service hours of: Monday - Friday, 8:00am - 4:00pm, excluding weekends and holidays. Emergency service or service not performed on SSD's normal business days (Monday through Friday excluding holidays) between 8:00 am and 4:00 pm will be billed at the then prevailing emergency rates.

(12) **TAXES, UTILITY CHARGES, OR MONTHLY CHARGES.** (a) Any sales tax, property tax or other tax has not been calculated into this agreement and Subscriber agrees to pay any such tax, fines and penalties relating to this agreement when due. If SSD pays any of the above, Subscriber agrees to reimburse SSD on demand and to pay SSD on demand a \$15.00 processing fee for each payment SSD makes on Subscriber's behalf. Subscriber also agrees to pay SSD, on demand, any filing and releasing fees prescribed by the Uniform Commercial Code or other law. (b) Notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of the above described work, SSD may at any time, increase the monthly service charges. Said increases are not to exceed an average of ten (10%) percent per year.

(13) **MONITORING SERVICE.** Unless given special verbal or written instruction to the contrary by Subscriber, or required otherwise by any governmental authority, when an alarm signal from the System is received, SSD's monitoring facility (the "Center") will attempt to telephone the proper police, fire department, private alarm response or other emergency personnel and the first available person on the Subscriber's emergency call list. When a non-emergency, trouble and/or supervisory signal is received, the Center will attempt to make contact at the site or with the first available person on the emergency call list but will not notify emergency authorities. To avoid false alarms, the Center may call Subscriber's premises first to determine if an actual emergency exists before calling any responders. If the Center has reason to believe that no actual emergency exists, it may choose not to place such notification calls. SSD may alter, amend, change or discontinue any part of this service if required to do so by governmental or insurance authorities. If any governmental agency requires or enacts verified response, any such fees related to this service, or private alarm response, will be billed to Subscriber who agrees to pay SSD for any such service. Under no circumstances shall any such event affect the validity or term(s) of this agreement. Further, Subscriber is aware and acknowledges that the system can be compromised in the event that; (i) the codes or devices used for access are lost, (ii) the communication transmission is compromised by a third party, (iii) the Subscribers wireless network and/or router are down, lose communication, not maintained for any reason and, (iiii) any other 3rd party breach out of the control of SSD. SSD shall have no liability for such third party unauthorized access and or Subscriber network/communication failure and SSD is not responsible for the security or privacy of any wireless network systems or router. It is the Subscribers sole responsibility to secure access to the Subscriber provided network and communication path.



**(14) SUBSCRIBER'S RESPONSIBILITIES.** (a) Subscriber shall carefully and properly set the burglar alarm System immediately prior to the closing of the premises and carefully test the System daily during the term of this agreement. In the event remote or battery operated devices are installed, subscriber is responsible for periodic testing and replacement of the batteries as necessary. In the event any defect in the operation of the System develops, Subscriber shall notify SSD and SSD will repair such defective condition as soon as possible after the receipt of said notice. In the event Subscriber shall cause an excessive number of false alarms through carelessness, or malicious or accidental use of the alarm, video or other monitored System(s) or in the event Subscriber shall in any manner misuse the System, it shall constitute a material breach of contract by Subscriber and SSD may, at its option, in addition to all other legal remedies, be excused from further performance upon giving ten (10) days' notice to Subscriber. SSD's excuse from performance will not affect SSD's right to recover damages from Subscriber. Unless otherwise indicated, the Subscriber is solely responsible for all governmental fees, false alarm fines and excess data charges resulting from the use of the System. In the event a fine, penalty or fee shall be assessed against SSD by any governmental agency as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse SSD for payment of said false alarm fine, penalty, excess data charges or fee. In the event SSD shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally or negligently activates the alarm System and no emergency condition exists, then and in that event, Subscriber agrees to pay SSD for any such response at the then prevailing labor rate. (b) Subscriber agrees to furnish SSD a list of names, titles and emergency phone numbers of all persons authorized to enter the premises of the Subscriber during closed periods. Upon written request, such persons shall be supplied by SSD with a pass card. Upon request, Subscriber agrees to furnish SSD with a daily and holiday opening and closing schedule, in writing. All changes and revisions to the above shall be supplied to SSD in writing. Subscriber acknowledges and will inform its employees and associates of the fact that SSD may monitor and record telephone conversations to or from SSD facilities for documentation and quality assurance purposes. (c) Subscriber authorizes and directs SSD to cause the arrest of any persons on or around the premises unauthorized by the Subscriber to enter the premises of Subscriber and to hold such persons until released by Subscriber or his known representative and in such case, Subscriber agrees to indemnify SSD and to hold SSD harmless against any liability or expense resulting from any such action on the part of SSD or its representative in carrying out the aforesaid instructions. (d) Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats and any other source of air turbulence or movement which may interfere with the effectiveness of the System while the System is on. In the event of a power failure or other interruption, at Subscriber's premises, Subscriber shall immediately notify SSD.

**(15) DEFAULT, TERMINATION, COLLECTION CHARGES.** In the event Subscriber defaults in the performance of any of the terms or conditions of this agreement, including the failure to make any payment as agreed herein, the balance of the monies due for the remainder of this agreement shall become immediately due and payable at the option of SSD. Further, in the event of any default by Subscriber, or upon expiration of this agreement or any renewal term thereof, Subscriber hereby consents to SSD entering the aforesaid premises or any other premises where the property of SSD may be located for the purpose of removing all or part of the equipment belonging to SSD. In addition, Subscriber agrees to pay to SSD all sums to which SSD may be entitled under the law by virtue of said default. If any part of a payment is more than ten (10) days late, Subscriber agrees to pay a late charge of ten (10%) percent of the payment which is late or, if less, the maximum late charge allowed by applicable law. Subscriber also agrees to pay a collection call charge of \$10.00 for each call made by SSD to collect late payments from Subscriber and/or any cost associated with the collection. Subscriber agrees to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons. Upon default by the Subscriber for any reason, SSD reserves the right to immediately discontinue any and all services without liability. At such time as the default is cured, the Subscriber agrees to pay a reconnection fee of \$100.00 per System. Discontinuance of services or removal of the equipment and other items by SSD shall not be considered to be a breach by SSD of this agreement or waiver of SSD to such damages which it may be entitled to under the law; nor shall SSD be liable for any damage caused to the premises by the installation or removal of its equipment or the abandonment thereof. In the event of a breach by the subscriber of this agreement for any reason, SSD shall bring a claim within the time period set forth in the applicable statute of limitations in the state of which governs the enforcement of this agreement.

**(16) SUSPENSION.** This agreement may be suspended or cancelled without immediate notice and without liability or penalty, at the option of SSD, in the event SSD's Monitoring Center equipment is destroyed by fire, or by other means, or is so substantially damaged in SSD's sole opinion that it is impractical to continue service while any such condition is corrected. All terms and conditions of this agreement will remain in force during this condition. At the client's request a pro-rated monitoring credit for any such down time exceeding 24 hours may be issued.

**(17) SSD NOT AN INSURER AND LIQUIDATED DAMAGES.** It is understood and agreed by and between the parties hereto that SSD is not an insurer, and any property or casualty insurance should be obtained by Subscriber. SSD's charges are based solely upon the value of the System and services provided for, and are unrelated to the value of Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant SSD assuming any risk of consequential or other damage to the Subscriber due to SSD's negligence or failure to perform. The Subscriber does not desire this contract to provide for the liability of SSD and Subscriber agrees that SSD shall not be liable for loss or damage (including property damage, personal injury or death) due directly or indirectly to any occurrence or consequences there from, which the System or service is designed to detect or avert. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages (including property damage, personal injury or death) if any, which may proximately result from the failure on the part of SSD to perform any of its obligations hereunder, including installation, monitoring, repair service or other services, or the failure of the System or service to properly operate, or SSD's negligence, with the resulting loss to Subscriber or others. If SSD should be found liable for loss or damage due to a failure on the part of SSD or its System, in any respect whatsoever, its liability shall be limited to an amount equal to the aggregate of six (6) monthly payments, or the sum of Two Hundred Fifty (\$250.00) Dollars, whichever sum shall be less, as liquidated damages and not as a penalty, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active or otherwise, of SSD, its agents or employees. Subscriber may obtain from SSD a limitation of liability in lieu of the liquidated damages set forth above, by paying an additional periodic fee to SSD. If Subscriber elects this option, a rider will be attached to this agreement, which will set forth the terms and amount of the limitation of liability and the amount of the additional fee. Agreeing to a higher limitation of liability does not mean that SSD is an insurer.

**(18) THIRD PARTY INDEMNIFICATION; SUBROGATION.** If anyone other than Subscriber asks SSD to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm System or services, (ii) SSD's negligence, (iii) any other improper or careless activity of SSD in providing the alarm System or services or (iv) a claim for indemnification or contribution, Subscriber will repay to SSD (a) any amount which a court orders SSD to pay or which SSD reasonably agrees to pay, and (b) the amount of SSD's reasonable attorney's fees and any other losses and costs that SSD may pay in connection with the harm or damages. Subscriber will notify its insurance and SSD of this release. Subscriber does hereby for himself and any parties claiming under him, release and discharge SSD from and against all hazards covered by Subscriber's insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against SSD.

**(19) ATTORNEY'S FEES; VENUE.** In the event it shall become necessary for SSD for any reason to institute legal proceedings to collect the cost of the installation or the monthly service charge as set forth herein, then and in such proceeding the unsuccessful party shall pay the successful party reasonable attorney's fees where permitted by law. If for any reason an action is brought by either party, Subscriber and SSD agree that exclusive venue shall be the County of Orange in the State of California.



(20) **LIMITATIONS ON LAWSUITS; REFERENCE.** In the event of a perceived breach of this agreement by SSD, the subscriber shall have one year from the date of the perceived breach within which to bring a claim. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by SSD in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Orange County California, in accordance with the provisions of Section 638, 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 of 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. That 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. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding.

(21) **ASSIGNEES AND SUBCONTRACTORS.** SSD may transfer or assign this agreement to any other security company, or other entity. Upon an assignment to another security company, SSD will be relieved of any further obligations hereunder. Subscriber may not transfer this agreement to someone else (including someone who purchases or rents Subscriber's premises) unless SSD approves the transfer in writing. SSD may use subcontractors to provide installation, repair, monitoring and other services. This agreement and particularly sections 17 and 18 shall apply to the work and services they provide, and shall apply to them and protect SSD assignees and subcontractors in the same manner as it applies to and protects SSD.

(22) **UCC-1 FORM.** Subscriber authorizes SSD to record a UCC-1 Financing Statement or similar instrument, and to appoint SSD as Subscriber's attorney in fact to execute and deliver such instrument in order to show SSD's interest in the equipment. SSD may at its discretion, file a Preliminary Notice pursuant to Section 397 of the Civil Code and or, a Mechanic Lien pursuant to Section 3081.2 of the Civil Code for all work of improvement as outlined in this agreement.

(23) **HIRING OF EMPLOYEES:** Subscriber agrees that if during the term of this agreement, plus one year thereafter, subscriber shall employ any SSD employee subscriber will pay to SSD for each such employee hired by subscriber the sum of \$15,000.00 as liquidated damages, and not as a penalty.

(24) **LICENSES: ALARM CO. OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPT. OF CONSUMER AFFAIRS, SACRAMENTO, CA 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 LATENT ACT OR OMISSION IS FILED WITHIN 4 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YRS OF THE DATE OF THE ALLEGED VIOLATION. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.**

(25) **The following clauses apply:**

(a) New agreement supersedes existing agreement at this location between the Subscriber and SSD, relieving Subscriber of the remaining obligation of previous agreement for the system described. (Installation fees which stem from original agreement remain due and payable if applicable).

(b) Lift for installation work is not included.

(c) Any applicable tax is not included.

(d) Union or prevailing wage is not included. If required, additional cost will apply.

(e) At any time during this agreement, Subscriber may provide (90) day written notice to cancel services at which time Subscriber would be responsible to pay for the remaining portion of the Term Year based on the following Term Year dates: Year 1: July 1 2023 – June 30 2024; Year 2: July 1 2024 – June 30 2025; Year 3: July 1 2025 – June 30 2026; Year 4: July 1 2026 – June 30 2027; Year 5: July 1 2027 – June 30 2028. At the end of stated Term Year 5, this contract will continue to renew annually per section #2 unless cancelled by either party as stated herein.



## Services Included

### Burglar Alarm:

- ☐ Burglar Alarm Monitoring
- ☐ Burglar Alarm Radio Communicator
- ☐ Burglar Alarm Cellular Communicator
- ☐ UL Burglar Certification
- ☐ User ID
- ☐ Open/Close Logging
- ☐ Arm/Disarm eNotification
- ☐ Fail to Open eNotification (Once Daily)
- ☐ Fail to Close eNotification (Once Daily)
- ☐ Weekly eReports
- ☐ Monthly eReports
- ☐ CaptureCam
- ☐ Hold-Up Alarm

### Fire Alarm:

- ☐ Fire Alarm Monitoring
- ☐ FireNet Radio Communicator
- ☐ Fire Cellular Communicator
- ☐ UL Fire Certification

### CCTV System:

- ☐ Video Verification
- ☐ DVR/NVR Heartbeat Check

### SPS Service Plan SSD Owned:

- ☐ Burglar Alarm
- ☐ Fire Alarm
- ☐ Access Control
- ☐ CCTV
- ☐ CaptureCam
- ☐ Intercom
- ☐ Radio/Cellular Communicator

### Full Service Plan Customer Owned:

- ☐ Burglar Alarm
- ☐ Fire Alarm
- ☐ Access Control
- ☐ CCTV
- ☐ Intercom
- ☐ Cellular Communicator

### Fire Alarm Test/Inspection Services:

- ☐ Monthly
- ☐ Quarterly
- ☐ Semi-Annual
- ☐ Annual

### Sprinkler Test/Inspection Services:

- ☐ Quarterly
- ☐ Annual
- ☐ 5-Year

### Pump Test:

- ☐ Weekly
- ☐ Annual

### Hydrant Inspection:

- ☐ Annual

### Fire Extinguisher Inspection:

- ☐ Annual
- ☐ 6-Year
- ☐ 12-Year

### Specialty Services:

- ☐ Cloud Hosted Access
- ☐ Mobile Alarm App Basic
- ☐ Mobile Alarm App Video
- ☐ Mobile Alarm App Z-Wave
- ☐ Remote Code Changes
- ☐ False Alarm Protection Plan
- ☐ Client Web Portal
- ☐ Alarm Response
- ☐ Elevator Phone Monitoring
- ☐ Bar Coding
- ☐ Temperature Monitoring
- ☐ Carbon Monoxide
- ☐ Software Support Plan Yearly Renewal
- ☐ Software Support Plan Yearly Renewal With Site Visit

## Work To Be Completed

### FIRE ALARM (EXISTING)

1 SEE ATTACHMENT 'A' FOR SITE INFO



**'Attachment "A"'**

THIS ATTACHMENT is hereby made a part of AGREEMENT dated on the 20th day of June 2023, by and between SECURITY SIGNAL DEVICES, INC., a California corporation and

**CITY OF MENIFEE**

**THE TERMS AND CONDITIONS CONTAINED ON AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART THEREOF.**

**Installation Locations**

Loc #	Site Address	System Type	Service Type	Total Monthly Fee	Status
L002176	Menifee City Hall 29844 Haun Rd, Menifee, CA 92586	Fire Alarm System: Panel, Annunciator, (5) Smoke, (1) Pull Station. (2) Heats, POC; PIV, Waterflow, (3) Butterfly Tamper (CX) FireNet Communicator (S)	Fire Alarm Monitoring Semi / Annual Inspections, FireNet Monitoring	\$119.90	(CX) / (S)
L002173	Menifee City Police Dept. 29714 Haun Rd, Menifee, CA 92586	Fire Alarm System: Panel, Annunciator, (1) Smoke, (1) Pull Station. POC; Waterflow, PIV, Knox Box (CX) FireNet Communicator (S)	Fire Alarm Monitoring Semi / Annual Inspections, FireNet Monitoring	\$108.90	(CX) / (S)
L002178	Menifee City Kay Cenicerros Senior Center 29995 Evans Rd, Menifee, CA 92586	Fire Alarm System: Panel, Annunciator, (14) Smokes, (3) Pull Stations. POC;(3) Waterflows CX) FireNet Communicator (S)	Fire Alarm Monitoring Semi / Annual Inspections, FireNet Monitoring	\$141.84	(CX) / (S)
L003365	Menifee City Fire Station #7 28349 Bradley Rd, Menifee, CA 92586	Fire Alarm System: Panel, Annunciator, (9) Smokes, (1) Pull Station. POC; (2) Waterflow, (1) OS&Y, (1)PIV (2) Tamper (CX) FireNet Communicator (S)	Fire Alarm Monitoring Semi / Annual Inspections, FireNet Monitoring	\$141.84	(CX) / (S)
L003844	Menifee City Police Evidence Storage 29714 Haun Rd. #B Menifee, CA 92585	Fire Alarm System: Panel, Annunciator, Smoke, Pull Station, POC; PIV & Waterflow (CX) FireNet Communicator (S)	Fire Alarm Monitoring Semi / Annual Inspections, FireNet Monitoring	\$121.00	(CX) / (S)

(S) = SSD Owned (C) = Customer Owned (X) = Excluded from Service Plan

\*Additional sites may be added to this master agreement. Agreement terms are per location and will commence for additional sites from the date service begins

\*06/20/23 Update Master Contract

SECURITY SIGNAL DEVICES, INC.

DIR# 1000013363

SUBSCRIBER:

Presented By: Alisa Murray Alarm Agent#: 527980

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Customer Authorized Signature)

APPROVED: *hopen*  
(SSD Authorized Signature)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Customer Print Name)





# SSD Alarm

1740 N Lemon Street  
Anaheim, CA 92801  
714-449-9900

Page 1 of 7  
148677B-102523

Alarm Company License: ACO#1434  
State Contractors License: (C-7, C-10, C-16) #557497

☐ New System or Takeover    ☐ New Owner Resign    ☐ Addition to Current Contract    ☐ Name Change    ☒ Alteration Cancel Former Contract

This agreement is made this 20th day of June, 2023, by and between SECURITY SIGNAL DEVICES, INC., a California corporation hereinafter called "SSD" and City of Menifee hereinafter called "Subscriber".

(1) **INSTALLATION.** SSD agrees to install, or cause to be installed, and, if applicable, to provide monitoring and/or other services, without liability and not as an insurer, the security/fire System, hereinafter sometimes referred to as the "System(s)", as set forth herein. Installation location:

See Attachment A for Site Info

Approximate Installation Start Date: 07/01/2023

Approximate Installation Completion Date: 07/31/2023

## (2) TERM AND PAYMENT

Failure by SSD, without justification, to substantially commence work within 20 days from the approximate date specified above is a violation of the Alarm Company Act.

Subscriber hereby agrees to pay SSD, its agents or assigns, the total installation sum of (see Attachment "A") upon the completion of installation or at the option of SSD progress invoices will be billed and Subscriber agrees to pay within 25 days of the date of the invoice, and (see Attachment "A") monthly, to be paid ☒ Monthly; ☐ Quarterly; or ☐ Annually in Advance; plus applicable state and/or local tax(es), for a period of sixty(60) Months from the date the above described work is completed unless otherwise stated. This agreement shall automatically renew itself for additional twelve (12) Month periods, at the then existing monthly rate unless either party shall notify the other, in writing, via certified mail, of its intention to terminate, not less than ninety (90) days prior to the expiration of the original term or any subsequent term thereafter.

(3) **ALARM PERMIT FEES.** Subscriber understands that some cities may require an alarm permit and an application fee in order to legally operate the alarm System and receive police and/or fire department response. It is Subscriber's responsibility to contact the proper city office and obtain and pay for any such permit, as well as obtain and abide by the rules and guidelines pertaining to the use of their System.

(4) **TELEPHONE COMPANY CHARGES.** Any applicable telephone company connection fees, jack installation fees or related monthly charges are not included and will be billed separately by the phone provider or SSD. Calls to the 911 emergency operators cannot be made when the System is activated and some telephone services such as DSL and VOIP may affect reliability. Therefore Subscriber may wish to have the System connected to a separate communication or back-up transmission method. If Subscriber's telephone, cellular or internet service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to SSD and the Monitoring Center will not know of the service problem.

(5) **FIRE ALARM SYSTEMS.** Unless otherwise stated herein, any required periodic fire alarm testing is not included and will be billed on an hourly basis. Should any local fire authority now or in the future determine that modifications or additional equipment is necessary, this agreement will be modified as needed and Subscriber agrees to pay for any additional fees. Unless otherwise stated herein, any required engineered drawings, submittals, permit plan check fees and/or inspection fees are not included and will be paid by Subscriber. Subscriber agrees to reimburse SSD for any such expenses as well as all related labor at SSD's current labor rates. Subscriber agrees to comply with all applicable local and national fire system installation, testing and maintenance regulations. Subscriber authorizes SSD to perform any necessary services to conform to the above regulations and agrees to pay SSD for those mandatory services. Subscriber to provide two dedicated phone lines with RJ31X jacks or alternative forms of communication approved by the AHJ, and 120 VAC power at each Fire Alarm Control. Unless otherwise stated herein, conduit, back boxes, and sprinkler devices are excluded and provided by others.

(6) **DISCLAIMER OF WARRANTIES.** SSD DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE ALARM SYSTEM OR SERVICES WILL PREVENT ANY LOSS; OR THAT THE ALARM SYSTEM OR SERVICES WILL PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED. Subscriber acknowledges and agrees: that SSD has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose, nor has Subscriber relied on any representations or warranties, express or implied. Subscriber further acknowledges and agrees: that any affirmation or fact or promise shall not be deemed to create an express warranty, and that there are no warranties that extend beyond the face of this agreement hereof. Subscriber further acknowledges and agrees: that SSD is not an insurer; Subscriber assumes all risk of loss or damage to Subscriber's premises or to the contents thereof; and that subscriber has read and understands all of this agreement, particularly Paragraph 17 and 18 which set forth SSD's maximum liability in the event of any loss or damage to Subscriber or anyone else.

(7) **BACK-UP ALARM COMMUNICATION:** Subscriber has been offered one or more of the following as a secondary means of system communication: Radio, Cellular, Internet and Landline, in the event Subscriber's primary systems communication method fails for any reason or is sabotaged. If Subscriber has opted to decline this additional level of protection, Subscriber understand that SSD has no control over and accepts no responsibility for any Radio, Cellular, Internet or Landline transmission failures.

(8) **RECEIPT OF COPY.** Subscriber acknowledges receipt of a copy of all pages as referenced above.

TERMS AND CONDITIONS CONTAINED ON THE FOLLOWING PAGES OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART THEREOF.

SECURITY SIGNAL DEVICES, INC.

Presented By: Alisa Murray

Alarm Agent #: 527980

BY:

DATE:

(Customer Authorized Signature)

APPROVED:

NAME:

TITLE:

(SSD Authorized Signature)

(Customer Print Name)

THIS AGREEMENT SHALL NOT BE BINDING UPON SSD UNLESS EITHER APPROVED IN WRITING BY AN AUTHORIZED ADMINISTRATOR OF SSD OR SSD BEGINS THE INSTALLATION OR COMMENCES SERVICE. IN THE EVENT OF FAILURE OF APPROVAL, SSD'S SOLE LIABILITY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO SSD UPON THE SIGNING OF THIS AGREEMENT LESS ANY COSTS INCURRED BY SSD. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY AN AUTHORIZED ADMINISTRATOR OF SSD AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

This Agreement may be executed and transmitted by facsimile, email, Adobe/PDF format, or other similar media, each of which shall be deemed an original signed by the transmitting party, the authenticity of which signature(s) shall be deemed to be affirmatively represented by the transmission.



(9) **INSTALLATION OF SYSTEM.** Subscriber will permit SSD to install the System(s) during SSD's normal business hours and will provide SSD uninterrupted access to Subscriber's premises. Subscriber warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System(s) under all conditions set forth herein. Subscriber has approved the locations of where all devices will be installed. Pricing provided is based on job site conditions allowing unobstructed access to all wire pathways and device locations throughout the facility. In the event site conditions change and impede the installation of the system, additional labor and materials may be required to complete the installation and will be chargeable to the subscriber. If the alarm System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. Subscriber 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, broken windows, sprinkler shut-off valves etc.) that SSD deems reasonably necessary to facilitate the installation and operation of the System(s). Subscriber will provide adequate lighting for any CCTV System. Subscriber understands Camera protection is not intended to provide coverage beyond a limited field of view and that SSD has no control over conditions that may affect the video quality and resolution such as equipment capability, lighting, fog, rain, weather, distance, angle of view, blockage, power, etc. If telephone or utility services or wiring are necessary for the installation and operation of the System, Subscriber will provide them at Subscriber's expense. Subscriber has the affirmative duty to inform SSD, in writing, prior to beginning of installation, of every location at the premises where SSD should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, SSD will determine where to drill holes and place equipment. SSD will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be Subscriber's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, SSD will cease work until Subscriber has, at Subscriber's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to SSD personnel. In no case shall SSD be liable for discovery or exposure of asbestos or other hazardous material. Upon completion of the System(s), Subscriber will thoroughly inspect the System(s) to verify that all equipment has been installed and is working properly. SSD will thoroughly instruct Subscriber in the proper use of the System. In the event there is a discrepancy the Subscriber will notify SSD, in writing via certified mail, within ten (10) days after completion; otherwise the System(s) will have been accepted by Subscriber. SSD assumes no liability for delay in installation or for interruption of service due to labor dispute, riots, power failures, insurrection, interruption of or unavailability of phone service, acts of God, bad weather, terrorism, delays caused by other trades or any other cause beyond the control of SSD and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue. In the event of any of the aforementioned delays, subscriber agrees to reimburse SSD for any additional costs that SSD may incur. Starting the installation of wiring or delivery of any equipment to your premises or initiating plan engineering of the system will constitute substantial commencement of the work to be performed. Radio communicators may be replaced temporarily or permanently, at the sole discretion of SSD, if radio coverage is insufficient.

(10) **OWNERSHIP OF SYSTEM.** (a) Unless otherwise indicated herein, the entire System, including all devices, instruments, and all connections, wires, conduits and other materials associated therewith, except telephone company lines, is and shall at all times remain the sole property of SSD. Subscriber does hereby agree to protect the said equipment and to indemnify and pay to SSD the cost of repair or replacement for any loss or damage to SSD'S equipment including but not limited to loss by fire, earthquake, riots, flood, or other damage or destruction. At the conclusion of this agreement, including any renewal term, the equipment and wiring is not to be disturbed, removed or utilized by Subscriber or any third party unless SSD has agreed in writing to sell the System or wiring. Any unauthorized conversion of this equipment will be billed to Subscriber and Subscriber agrees to pay that bill upon demand. At the end of this agreement, Subscriber will permit SSD to remove all or any portion of the System and SSD may choose to abandon all or any portion of the System. (b) Where Subscriber purchases the alarm System, the digital communicator, yard signs and decals shall at all times remain the property of SSD, and may be removed by SSD unless Subscriber continues to subscribe to monitoring service. Subscriber will notify SSD via certified mail no later than 30 days in advance of any intention to vacate the premise or sell the property/business. Such event will not relieve the Subscriber of any other obligations hereunder.

(11) **REPAIR SERVICE.** Unless otherwise stated herein SSD will repair the newly installed System at no labor charge for a period of ninety (90) days, and will provide parts at no charge for a period of one (1) year. After the expiration of these time periods, all service calls will be billed on a time and material basis. Unless otherwise stated herein, all existing devices are repairable on a time and material basis. \*When contracted for, the SSD Provided System (SPS) is covered for all repairs and service excluding lift charges and batteries for wireless devices, if required. If any part of the (SPS) system cannot be repaired and is no longer available, it will be replaced with equipment having at least the same quality and performance at no charge. Remote code changes are included provided that the code change can be made remotely from SSD's Central Monitoring Station. Systems which do not allow remote access will require an SSD trained technician to implement the code change while on site, and Subscriber accepts SSD's standard service rates in order to facilitate this change. \*When contracted for, the Full Service Plan includes parts and labor for all repairs and service excluding lift charges and batteries for wireless devices, if required. Notwithstanding any of the above, repairs required because of Subscriber's misuse or abuse of the System or damage from an external source, or act of God, will be charged to Subscriber. Subscriber shall pay all charges, which may result from any alteration, remodeling, repair, or other change to Subscriber's premises. Additions to, or changes in or rearrangement of the space protection components, necessary by stock, fixture, or structural changes, which shall be necessary to retain the original protection provided shall be at Subscriber's expense. Additionally, miscellaneous fees beyond the control of SSD (i.e. parking, inspection, plan submittal or plan engineering fees) shall be billed to Subscriber. SSD and/or its subcontractor(s) shall be the sole provider of service and Subscriber agrees not to allow any other person to service or disturb any of the equipment or wiring during the term of this agreement. SSD's obligation hereunder relates solely to the described services and SSD is in no way obligated to maintain, repair, service, or to assure the operation of the property, system or any other device or devices of the Subscriber or of others which SSD's system may be attached or connected which may include however not be limited to, HVAC, Duct Detectors, and all Sprinkler related devices. Further, SSD will not be held liable to repair or redecorate any portion of the Subscribers premises upon removal of all or part of SSD's system. SPS and Full Service plans are subject to SSD's standard service hours of: Monday - Friday, 8:00am - 4:00pm, excluding weekends and holidays. Emergency service or service not performed on SSD's normal business days (Monday through Friday excluding holidays) between 8:00 am and 4:00 pm will be billed at the then prevailing emergency rates.

(12) **TAXES, UTILITY CHARGES, OR MONTHLY CHARGES.** (a) Any sales tax, property tax or other tax has not been calculated into this agreement and Subscriber agrees to pay any such tax, fines and penalties relating to this agreement when due. If SSD pays any of the above, Subscriber agrees to reimburse SSD on demand and to pay SSD on demand a \$15.00 processing fee for each payment SSD makes on Subscriber's behalf. Subscriber also agrees to pay SSD, on demand, any filing and releasing fees prescribed by the Uniform Commercial Code or other law. (b) Notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of the above described work, SSD may at any time, increase the monthly service charges. Said increases are not to exceed an average of ten (10%) percent per year.

(13) **MONITORING SERVICE.** Unless given special verbal or written instruction to the contrary by Subscriber, or required otherwise by any governmental authority, when an alarm signal from the System is received, SSD's monitoring facility (the "Center") will attempt to telephone the proper police, fire department, private alarm response or other emergency personnel and the first available person on the Subscriber's emergency call list. When a non-emergency, trouble and/or supervisory signal is received, the Center will attempt to make contact at the site - or with the first available person on the emergency call list but will not notify emergency authorities. To avoid false alarms, the Center may call Subscriber's premises first to determine if an actual emergency exists before calling any responders. If the Center has reason to believe that no actual emergency exists, it may choose not to place such notification calls. SSD may alter, amend, change or discontinue any part of this service if required to do so by governmental or insurance authorities. If any governmental agency requires or enacts verified response, any such fees related to this service, or private alarm response, will be billed to Subscriber who agrees to pay SSD for any such service. Under no circumstances shall any such event affect the validity or term(s) of this agreement. Further, Subscriber is aware and acknowledges that the system can be compromised in the event that; (i) the codes or devices used for access are lost, (ii) the communication transmission is compromised by a third party, (iii) the Subscribers wireless network and/or router are down, lose communication, not maintained for any reason and, (iiii) any other 3rd party breach out of the control of SSD. SSD shall have no liability for such third party unauthorized access and or Subscriber network/communication failure and SSD is not responsible for the security or privacy of any wireless network systems or router. It is the Subscribers sole responsibility to secure access to the Subscriber provided network and communication path.



**(14) SUBSCRIBER'S RESPONSIBILITIES.** (a) Subscriber shall carefully and properly set the burglar alarm System immediately prior to the closing of the premises and carefully test the System daily during the term of this agreement. In the event remote or battery operated devices are installed, subscriber is responsible for periodic testing and replacement of the batteries as necessary. In the event any defect in the operation of the System develops, Subscriber shall notify SSD and SSD will repair such defective condition as soon as possible after the receipt of said notice. In the event Subscriber shall cause an excessive number of false alarms through carelessness, or malicious or accidental use of the alarm, video or other monitored System(s) or in the event Subscriber shall in any manner misuse the System, it shall constitute a material breach of contract by Subscriber and SSD may, at its option, in addition to all other legal remedies, be excused from further performance upon giving ten (10) days' notice to Subscriber. SSD's excuse from performance will not affect SSD's right to recover damages from Subscriber. Unless otherwise indicated, the Subscriber is solely responsible for all governmental fees, false alarm fines and excess data charges resulting from the use of the System. In the event a fine, penalty or fee shall be assessed against SSD by any governmental agency as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse SSD for payment of said false alarm fine, penalty, excess data charges or fee. In the event SSD shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally or negligently activates the alarm System and no emergency condition exists, then and in that event, Subscriber agrees to pay SSD for any such response at the then prevailing labor rate. (b) Subscriber agrees to furnish SSD a list of names, titles and emergency phone numbers of all persons authorized to enter the premises of the Subscriber during closed periods. Upon written request, such persons shall be supplied by SSD with a pass card. Upon request, Subscriber agrees to furnish SSD with a daily and holiday opening and closing schedule, in writing. All changes and revisions to the above shall be supplied to SSD in writing. Subscriber acknowledges and will inform its employees and associates of the fact that SSD may monitor and record telephone conversations to or from SSD facilities for documentation and quality assurance purposes. (c) Subscriber authorizes and directs SSD to cause the arrest of any persons on or around the premises unauthorized by the Subscriber to enter the premises of Subscriber and to hold such persons until released by Subscriber or his known representative and in such case, Subscriber agrees to indemnify SSD and to hold SSD harmless against any liability or expense resulting from any such action on the part of SSD or its representative in carrying out the aforesaid instructions. (d) Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats and any other source of air turbulence or movement which may interfere with the effectiveness of the System while the System is on. In the event of a power failure or other interruption, at Subscriber's premises, Subscriber shall immediately notify SSD.

**(15) DEFAULT, TERMINATION, COLLECTION CHARGES.** In the event Subscriber defaults in the performance of any of the terms or conditions of this agreement, including the failure to make any payment as agreed herein, the balance of the monies due for the remainder of this agreement shall become immediately due and payable at the option of SSD. Further, in the event of any default by Subscriber, or upon expiration of this agreement or any renewal term thereof, Subscriber hereby consents to SSD entering the aforesaid premises or any other premises where the property of SSD may be located for the purpose of removing all or part of the equipment belonging to SSD. In addition, Subscriber agrees to pay to SSD all sums to which SSD may be entitled under the law by virtue of said default. If any part of a payment is more than ten (10) days late, Subscriber agrees to pay a late charge of ten (10%) percent of the payment which is late or, if less, the maximum late charge allowed by applicable law. Subscriber also agrees to pay a collection call charge of \$10.00 for each call made by SSD to collect late payments from Subscriber and/or any cost associated with the collection. Subscriber agrees to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons. Upon default by the Subscriber for any reason, SSD reserves the right to immediately discontinue any and all services without liability. At such time as the default is cured, the Subscriber agrees to pay a reconnection fee of \$100.00 per System. Discontinuance of services or removal of the equipment and other items by SSD shall not be considered to be a breach by SSD of this agreement or waiver of SSD to such damages which it may be entitled to under the law; nor shall SSD be liable for any damage caused to the premises by the installation or removal of its equipment or the abandonment thereof. In the event of a breach by the subscriber of this agreement for any reason, SSD shall bring a claim within the time period set forth in the applicable statute of limitations in the state of which governs the enforcement of this agreement.

**(16) SUSPENSION.** This agreement may be suspended or cancelled without immediate notice and without liability or penalty, at the option of SSD, in the event SSD's Monitoring Center equipment is destroyed by fire, or by other means, or is so substantially damaged in SSD's sole opinion that it is impractical to continue service while any such condition is corrected. All terms and conditions of this agreement will remain in force during this condition. At the client's request a pro-rated monitoring credit for any such down time exceeding 24 hours may be issued.

**(17) SSD NOT AN INSURER AND LIQUIDATED DAMAGES.** It is understood and agreed by and between the parties hereto that SSD is not an insurer, and any property or casualty insurance should be obtained by Subscriber. SSD's charges are based solely upon the value of the System and services provided for, and are unrelated to the value of Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant SSD assuming any risk of consequential or other damage to the Subscriber due to SSD's negligence or failure to perform. The Subscriber does not desire this contract to provide for the liability of SSD and Subscriber agrees that SSD shall not be liable for loss or damage (including property damage, personal injury or death) due directly or indirectly to any occurrence or consequences therefrom, which the System or service is designed to detect or avert. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages (including property damage, personal injury or death) if any, which may proximately result from the failure on the part of SSD to perform any of its obligations hereunder, including installation, monitoring, repair service or other services, or the failure of the System or service to properly operate, or SSD's negligence, with the resulting loss to Subscriber or others. If SSD should be found liable for loss or damage due to a failure on the part of SSD or its System, in any respect whatsoever, its liability shall be limited to an amount equal to the aggregate of six (6) monthly payments, or the sum of Two Hundred Fifty (\$250.00) Dollars, whichever sum shall be less, as liquidated damages and not as a penalty, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active or otherwise, of SSD, its agents or employees. Subscriber may obtain from SSD a limitation of liability in lieu of the liquidated damages set forth above, by paying an additional periodic fee to SSD. If Subscriber elects this option, a rider will be attached to this agreement, which will set forth the terms and amount of the limitation of liability and the amount of the additional fee. Agreeing to a higher limitation of liability does not mean that SSD is an insurer.

**(18) THIRD PARTY INDEMNIFICATION; SUBROGATION.** If anyone other than Subscriber asks SSD to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm System or services, (ii) SSD's negligence, (iii) any other improper or careless activity of SSD in providing the alarm System or services or (iv) a claim for indemnification or contribution, Subscriber will repay to SSD (a) any amount which a court orders SSD to pay or which SSD reasonably agrees to pay, and (b) the amount of SSD's reasonable attorney's fees and any other losses and costs that SSD may pay in connection with the harm or damages. Subscriber will notify its insurance and SSD of this release. Subscriber does hereby for himself and any parties claiming under him, release and discharge SSD from and against all hazards covered by Subscriber's insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against SSD.

**(19) ATTORNEY'S FEES; VENUE.** In the event it shall become necessary for SSD for any reason to institute legal proceedings to collect the cost of the installation or the monthly service charge as set forth herein, then and in such proceeding the unsuccessful party shall pay the successful party reasonable attorney's fees where permitted by law. If for any reason an action is brought by either party, Subscriber and SSD agree that exclusive venue shall be the County of Orange in the State of California.



(20) **LIMITATIONS ON LAWSUITS; REFERENCE.** In the event of a perceived breach of this agreement by SSD, the subscriber shall have one year from the date of the perceived breach within which to bring a claim. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by SSD in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Orange County California, in accordance with the provisions of Section 638, 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 of 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. That 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. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding.

(21) **ASSIGNEES AND SUBCONTRACTORS.** SSD may transfer or assign this agreement to any other security company, or other entity. Upon an assignment to another security company, SSD will be relieved of any further obligations hereunder. Subscriber may not transfer this agreement to someone else (including someone who purchases or rents Subscriber's premises) unless SSD approves the transfer in writing. SSD may use subcontractors to provide installation, repair, monitoring and other services. This agreement and particularly sections 17 and 18 shall apply to the work and services they provide, and shall apply to them and protect SSD assignees and subcontractors in the same manner as it applies to and protects SSD.

(22) **UCC-1 FORM.** Subscriber authorizes SSD to record a UCC-1 Financing Statement or similar instrument, and to appoint SSD as Subscriber's attorney in fact to execute and deliver such instrument in order to show SSD's interest in the equipment. SSD may at its discretion, file a Preliminary Notice pursuant to Section 397 of the Civil Code and or, a Mechanic Lien pursuant to Section 3081.2 of the Civil Code for all work of improvement as outlined in this agreement.

(23) **HIRING OF EMPLOYEES:** Subscriber agrees that if during the term of this agreement, plus one year thereafter, subscriber shall employ any SSD employee subscriber will pay to SSD for each such employee hired by subscriber the sum of \$15,000.00 as liquidated damages, and not as a penalty.

(24) **LICENSES: ALARM CO. OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPT. OF CONSUMER AFFAIRS, SACRAMENTO, CA 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 LATENT ACT OR OMISSION IS FILED WITHIN 4 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YRS OF THE DATE OF THE ALLEGED VIOLATION. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.**

(25) **The following clauses apply:**

(a) New agreement supersedes existing agreement at this location between the Subscriber and SSD, relieving Subscriber of the remaining obligation of previous agreement for the system described. (Installation fees which stem from original agreement remain due and payable if applicable).

(b) Lift for installation work is not included.

(c) Any applicable tax is not included.

(d) Union or prevailing wage is not included. If required, additional cost will apply.

(e) At any time during this agreement, Subscriber may provide (90) day written notice to cancel services at which time Subscriber would be responsible to pay for the remaining portion of the Term Year based on the following Term Year dates: Year 1: July 1 2023 – June 30 2024; Year 2: July 1 2024 – June 30 2025; Year 3: July 1 2025 – June 30 2026; Year 4: July 1 2026 – June 30 2027; Year 5: July 1 2027 – June 30 2028. At the end of stated Term Year 5, this contract will continue to renew annually per section #2 unless cancelled by either party as stated herein.



## Services Included

### Burglar Alarm:

- ☐ Burglar Alarm Monitoring
- ☐ Burglar Alarm Radio Communicator
- ☐ Burglar Alarm Cellular Communicator
- ☐ UL Burglar Certification
- ☐ User ID
- ☐ Open/Close Logging
- ☐ Arm/Disarm eNotification
- ☐ Fail to Open eNotification (Once Daily)
- ☐ Fail to Close eNotification (Once Daily)
- ☐ Weekly eReports
- ☐ Monthly eReports
- ☐ CaptureCam
- ☐ Hold-Up Alarm

### Fire Alarm:

- ☐ Fire Alarm Monitoring
- ☐ FireNet Radio Communicator
- ☐ Fire Cellular Communicator
- ☐ UL Fire Certification

### CCTV System:

- ☐ Video Verification
- ☐ DVR/NVR Heartbeat Check

### SPS Service Plan SSD Owned:

- ☐ Burglar Alarm
- ☐ Fire Alarm
- ☐ Access Control
- ☐ CCTV
- ☐ CaptureCam
- ☐ Intercom
- ☐ Radio/Cellular Communicator

### Full Service Plan Customer Owned:

- ☐ Burglar Alarm
- ☐ Fire Alarm
- ☐ Access Control
- ☐ CCTV
- ☐ Intercom
- ☐ Cellular Communicator

### Fire Alarm Test/Inspection Services:

- ☐ Monthly
- ☐ Quarterly
- ☐ Semi-Annual
- ☐ Annual

### Sprinkler Test/Inspection Services:

- ☐ Quarterly
- ☐ Annual
- ☐ 5-Year

### Pump Test:

- ☐ Weekly
- ☐ Annual

### Hydrant Inspection:

- ☐ Annual

### Fire Extinguisher Inspection:

- ☐ Annual
- ☐ 6-Year
- ☐ 12-Year

### Specialty Services:

- ☐ Cloud Hosted Access
- ☐ Mobile Alarm App Basic
- ☐ Mobile Alarm App Video
- ☐ Mobile Alarm App Z-Wave
- ☐ Remote Code Changes
- ☐ False Alarm Protection Plan
- ☐ Client Web Portal
- ☐ Alarm Response
- ☐ Elevator Phone Monitoring
- ☐ Bar Coding
- ☐ Temperature Monitoring
- ☐ Carbon Monoxide
- ☐ Software Support Plan Yearly Renewal
- ☐ Software Support Plan Yearly Renewal With Site Visit

## Work To Be Completed

### BURGLAR ALARM (EXISTING)

- 1 SEE ATTACHMENT A FOR SITE INFO

### CCTV (EXISTING)

- 1 SEE ATTACHMENT A FOR SITE INFO



**'Attachment "A"'**

THIS ATTACHMENT is hereby made a part of AGREEMENT dated on the 20th day of June 2023, by and between **SECURITY SIGNAL DEVICES, INC.**, a California corporation and **City of Menifee –All Sites Burg & CCTV** THE TERMS AND CONDITIONS CONTAINED ON AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART THEREOF.

**Installation Locations**

Loc#	Site Address	System Type	Service Type	Total Monthly Fee	Status
L002177	Menifee City Hall 29844 Haun Rd, Menifee , CA 92586	Security System, (1) Main Control Panel, (2) Exp Modules, (2) Aux. Modules, (4)Keypads, (6) Contacts, (21) Motions, (1) Cell Communicator, (2)Hold-p Buttons / (2) Repeaters, (2) Power Supplies, (12) Wireless Panic Belt Clips, (1) Keypad & (1)Panic	Security Monitoring, Remote code changes, O/C Logging, eLink, Hold-up Monitoring, Cell Monitoring	\$208.04	(S)
L002183	Menifee City - Public Works 27860 Bradley Rd , Menifee, CA 92586	Security System, (1)Main Control Panel, (1) Exp. Module, (1) Aux. Module, (3) Keypads, (6) Contats, (9) Motions, (6) Beams, (1)Cell Communicator Add: (1) Hold Up Button	Security Monitoring, Remote code changes, O/C Logging, eLink, Cell Monitoring Add: Hold-Up Monitoring	\$245.88	(S)
L003366	Menifee City - Kay Cenicerros Sr. Ctr. 29995 Evans Rd, Menifee, CA 92586	Security System, (1)Main Control Panel, (3)Exp. Modules, (2)Power Supplies modules, (2)Keypads, (18) Contacts, (16) Motionss, (1)Panic Button, Cell Communicator	Security Monitoring, Remote code changes, eLink, O/C Logging, Hold-up Monitoring, Cell Monitoring	\$119.62	(S)
L002179	Menifee City - Kay Cenicerros Sr Ctr No Annex 29995 Evans Rd, Menifee, CA 92586	Security System, (1)Main Control Panel, (1) Keypad, (7) Contacts, (3) Motions (1)Wireless receiver, (1) Cell Communicator	Security Monitoring, Remote code changes, O/C Logging, eLink, Cell Monitoring	\$65.33	(S)
L002180	Menifee City - PD Sub Station 28155 Bradley Rd, Menifee, CA 92586	Security System, (1)Main Control Panel, (1)Keypad, (2) Contacts, (2) Motions , (1)Cell Communicator, (1)Panic Button	Security Monitoring, Remote code changes, eLink, Cell Monitoring, Hold-up Monitoring	\$64.78	(S)
L002307	Menifee City - Fire Station #5 28971 Quail Valley Rd, Menifee, CA 92586	Security System, (1)Main Control Panel, (2) Keypads, (9) Contacts,, (1)Wireless Receiver, (2) Key Fobs, (10) Motions, (1)Cell Communicator	Security Monitoring, Remote code changes, eLink, Cell Monitoring	\$82.35	(S)
L002155	Menifee City - Fire Station #7 28349 Bradley Rd, Menifee, CA 92586	Security System, (1)Main Control Panel, (1) Exp. Module, (2) Keypad, (1) Wireless Receiver, (12) Wireless Transmitters, (6) Key Fobs , (12) Motions, (1) Cell Communicator	Security Monitoring, Remote code changes, eLink, Cell Monitoring	\$93.33	(S)

(S) = SSD Owned      (C) = Customer Owned      (X) = Excluded from Service Plan



Installation Locations

Loc#	Site Address	System Type	Service Type	Total Monthly Fee	Status
L002152	Menifee City - Lazy Creek Rec. 26480 Lazy Creek Rd, A & B Menifee, CA 92586	Security System, (3) Motions, (1) Panic, Panel, (2) KP, Siren & (3) Contacts. Power Supply (12) contacts (3) motions, Zone Exp. Cell Communicator	Security Monitoring, Remote code changes, O/C Logging, eLink, Hold-up Monitor & VKP	\$116.37	(S)
L002171	Menifee City - Fire Station #68 26020 Wickerd Rd., Menifee, CA 92586	Security System, (1) Main Control Panel, (2) Keypad, (6) Contacts, (6) Motions, (1) Wireless Receiver, (3)Key Fob, (1) Cell Communicator	Security Monitoring, Remote code changes, eLink, Cell Monitoring	\$82.35	(S)
L002175	Menifee City - Fire Station #76 29950 Menifee Rd Menifee, CA 92586	Security System, Main Control Panel, (1) Exp. modules, (1) Aux. modules, (2)Keypad, (14)Contacts, (6) Motions, (1) Wireless Receiver, (3)Key Fobs, (1) Cell Communicator	Security Monitoring, Remote code changes, Cell Monitoring, eLink	\$82.35	(S)
L003369	Menifee City - Police Dept. Headquarters 29714 Haun Rd. Menifee, CA 92586	Security System, Main Control Panel, (5) Zone expanders, (1) Siren, (2) Power Supplies, (2) Transformers, (7)Keypad, (25)Contacts, (28) Motions,(7) Glassbreaks, (2) Hold-Up Buttons, (1) Cell Communicator (1) Radio / (2) Relay Mods & Plug in, (1) Power Supply, (1) Wireless Receiver, (1) Repeater, (2) Wireless Panic Belt Clips (1) Wireless Panic Button, (3) Strobe/Siren	Security Monitoring, Remote Code changes, eLink, O/C Logging, User ID, Hold-up Monitoring, Cell & Radio Monitoring	\$379.04	(S)
L006455	City of Menifee - IT Office 29826 Haun Rd # 305 Sun City, CA 92586	Security System, (1)Main Control Panel, (1)Keypad, (1) Contact, (1) Motion, (1)Cell Communicator,	Security Monitoring, Remote code changes, Cell Monitoring, eLink, User ID, O/C Loggings, Arm/Disarm eNotifications	\$54.78	(S)
L002188	Menifee Police Dept.Headquarters 29714 Haun Rd. Menifee, CA 92586	CCTV System, (1) NVR, (12) 8TB Hard Drives, (41) Cameras, (1) UPS Back-up (17) Back boxes, (6) Mounts, (2) POE Port Switches, (1) POE extender, (4) Outdoor Transceivers, (4) Dome Cap Adapters, (1) Camera & POE Switch	CCTV System	\$600.48	(S)
L007159	City of Menifee - Public Works / MOC Bldg 27860 Bradley Rd. Menifee, CA 92586	CCTV System, (1) NVR, (1) Surge Protector, (7) Outdoor Cameras (7) Mounts, (7) Cap Adapters, (3) Indoor Cameras, (6) Wave License	CCTV System Preventative maintenance/cleaning	\$341.00	(S)

(S) = SSD Owned (C) = Customer Owned (X) = Excluded from Service Plan

\*Additional sites may be added to this master agreement. Agreement terms are per location and will commence for additional sites from the date service begins

\*6/20/23 Created new master contract for fiscal year to include initial term of 5years / L002183 - Add Hold-up button & additional \$9.89 RMR / L007159 - Add Public Works MOC Bldg CCTV to master contract .

SECURITY SIGNAL DEVICES, INC.

DIR# 1000013363

SUBSCRIBER:

Presented By: Alisa Murray Alarm Agent#: 527980

BY:

DATE:

(Customer Authorized Signature)

APPROVED:



(SSD Authorized Signature)

NAME:

TITLE:

(Customer Print Name)