

SERVICES AGREEMENT

BAY ALARM COMPANY

RFP-2229- RTRP Material Yard Security Services

On this ____ day of _____, 20__, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **BAY ALARM COMPANY**, a California Corporation ("Consultant"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **RFP-2229- RTRP MATERIAL YARD SECURITY SERVICES** ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" (including the Commercial Alarm Installation and Services Agreement) and incorporated herein by reference. In the event of a conflict between the terms of this Services Agreement and the terms of the Commercial Alarm Installation and Services Agreement, the terms of the Commercial Alarm Installation and Services Agreement shall control.

2. **Term.** This Agreement shall be in effect for **two (2) years**, beginning on the date of execution, unless otherwise terminated pursuant to the provisions herein. The term may be extended for **three (3) additional one-year periods**, upon mutual written agreement of the parties.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **One Hundred Eighty-Eight Thousand Seventy-Four Dollars (\$188,074.00)**, unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or

which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving

the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term

of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

c. Contractor must hereby grant the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and

subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Public Utilities Department
City of Riverside
Attn: Gary Hironimus
3750 University Ave 4th Floor
Riverside, CA 92501

To Contractor

Bay Alarm Company
Attn: Michal Kubicki
5130 Commercial Circle
Concord, CA 94520

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

BAYALARM COMPANY, a California corporation

By: _____
City Manager

By: _____

Michal Kubicki

Attest: _____
City Clerk

Corporate Counsel

Certified as to Availability of Funds

By: _____
for Chief Financial Officer

By: _____
Jonathan R. Swidge
[Printed Name]

[Title]

Approved as to Form:

By: _____
Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

**Bay Alarm Company
Scope of Work**

User Name: _____ City of Riverside _____ Site Phone Number: _____

Site Address: _____ 3900 Main Street, Riverside, CA 92522 _____

Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to install and/or provide monitoring and other services for a security and/or life safety System under the following conditions and agrees to pay the installation charges and the service charges described below to Bay's address, from the date the System is operational. This agreement is not a sale of the System, and the System will remain the property of Bay.

Bay to install:

Nine (9) Axis Bullet Cameras w/ varifocal lens + health status, 1080p - monitored

-2 on west light poles

-4 on south light poles

-3 on east light poles

Four (4) Axis Talk down speakers, 120 db

-west light pole

-2 on south light poles

-east light pole

Five (5) 5G Hotspots

-west light pole

-2 on south light poles

-2 on east light pole

Five (5) NEMA Enclosures w/ built in fan and w/ POE switches

-west light pole

-2 on south light poles

-2 on east light pole

One (1) Control Panel Unit w/ Cellnet

-north west light pole

One (1) Keypad

-north west light pole

*Bay to connect to existing Burglar Alarm system for arming / disarming purposes

Bay to Provide:

DMP App

User to Provide:

110v outlet at each NEMA enclosure

*2 year term with the option to extend for three (3) additional single year terms. Monthly price to remain fixed for initial five (5) year period.

User desires no additional protection at this time, I.E. additional cameras

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Pricing Summary/Special Provisions:

New System or Takeover
 New Owner
 Addendum-Alteration Addition
 Cancels Former Agreement-Alteration Addition

<p>Installation Price and Payment Summary:</p> <p>Total Installation Price: \$ 29,074.00</p> <p>Deposit Due at Signing: \$ 14,537.00</p> <p>Due Upon Completion of Prewire: \$ 0.00</p> <p>Balance Due Upon Completion: \$ 14,537.00</p> <p>Monthly Service Charge:</p> <p>\$ 2,650.00 Payable Quarterly in Advance</p>	<p>Type Service:</p> <p><input type="checkbox"/> Intrusion Alarm <input type="checkbox"/> Fire Alarm</p> <p>Open/Closing Options</p> <p><input type="checkbox"/> E-Autolog</p> <p><input type="checkbox"/> BayNet Plus</p> <p><input type="checkbox"/> Supervised: (Check one below)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Central Station</p> <p>Open/Closing</p> <p style="padding-left: 20px;"><input type="checkbox"/> User Keypad Control</p> <p style="padding-left: 20px;"><input type="checkbox"/> Video (addendum required)</p> <p><input type="checkbox"/> BayLink</p> <p><input type="checkbox"/> BayNet</p> <p><input checked="" type="checkbox"/> CCTV</p> <p><input type="checkbox"/> Access</p> <p><input type="checkbox"/> Intercom</p> <p><input type="checkbox"/> Total Connect Video</p> <p><input type="checkbox"/> Total Connect 2.0</p> <p><input type="checkbox"/> Video Verification</p> <p><input type="checkbox"/> Video Notification</p> <p><input type="checkbox"/> Verified Response \$</p> <p style="padding-left: 20px;">(Verified Response is included in The total Monthly Service Fee)</p> <p><input checked="" type="checkbox"/> Other LVM</p>	<p>Fire Test Frequency:</p> <p><input type="checkbox"/> NFPA 72</p> <p><input type="checkbox"/> Sprinkler Inspection Service, Bay will inspect risers in accordance with C.C.R. Title 19</p> <p><input type="checkbox"/> Other:</p> <p>Fire Test Devices:</p> <p><input type="checkbox"/> Panel Only</p> <p><input type="checkbox"/> Panel & Fire Devices</p> <p>Communication Type:</p> <p><input type="checkbox"/> Single Phone Line</p> <p><input type="checkbox"/> Internet Protocol</p> <p><input type="checkbox"/> Digital Cellular Alarm Back-UP</p> <p><input checked="" type="checkbox"/> Digital Cellular Alarm Only</p> <p><input type="checkbox"/> Other</p> <p>Industrial Monitoring:</p> <p><input type="checkbox"/> Refrigeration</p> <p><input type="checkbox"/> Temperature Control</p> <p><input type="checkbox"/> Other</p>
FOR OFFICE USE ONLY		

THE ENTIRE SYSTEM REMAINS THE PROPERTY OF BAY

ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

How to Get Service: Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

If An Intrusion Alarm is Provided:

Glass break detectors, motion detectors, photo electric beams are for area detection only, User to provide a clear path.

Wireless Holdup Buttons: User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device. Wireless

Devices: User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires. Local authorities may require that you obtain a permit or license to use a monitored alarm System. (See paragraph 6)

If a Takeover / Connect to User Owned Devices:

Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

If a New Owner Labor Agreement:

Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate

If a UL Certificate Is Issued:

User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

Network & VoIP:

User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio

and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time. **VoIP TELEPHONE SERVICE:** The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

If Software is Provided:

Computer shall be supplied according to Bay's and shall be free from defect. User understands and agrees that although protected by appropriate safeguards; installing remote access dial-in software carries some risk of access to and control of the security System by unauthorized persons. It is the User's responsibility to keep the password, installed software, and modem under their control at all times. If networking software is installed, it is the User's responsibility to provide and maintain a network that can support any installed software by Bay.

If a CCTV System is Provided:

User is aware that there are certain rights to privacy enjoyed by employees and the public. As a condition to this installation, it is the User's responsibility to ensure compliance with all applicable privacy laws. User agrees to provide sufficient lighting to meet required scene illuminations. User is solely responsible for providing and maintaining film and/or video tape for CCTV Systems.

If Industrial Monitoring is Provided:

User to supply dry set "C" type contacts and conduit required for Bay connection. Monthly charges include up to two (2) signal transmissions per transmitter per month. An excessive amount over and above this will result in an additional charge per signal above Bay's then prevailing rate.

If Baylink is Provided:

User will receive an email from Bay when their System sends a bypass/trouble/open or close signal from their alarm System. User understands that Bay will make reasonable efforts to communicate through email messages only.

If a Fire System Alarm is Provided:

Smoke/Heat detectors—for area or spot detection only.

Bay to plan check and apply for required permits. User agrees to pay all permit, plan check, or drawing charges as required.

User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.

User to provide a RED 20 amp Circuit Disconnecting Means for all required Dedicated Branch Circuits—User shall provide listed locks for the Circuit Disconnecting Means.

User to also provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power.

If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.

If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.

User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.

Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.

Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fees is payable.

HVAC System power/shut off is to be provided by mechanical and/or electrical contractors. Duct detectors shall be provided with a grade level reset switch. Bay will monitor only.

If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.

Any painting and/or patching is not included unless expressly stated otherwise.

Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.

Bay shall install a fire alarm System based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

If System Inspections are to be Performed:

Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate. Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

If Sprinkler Inspections Service is Provided:

Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

If an Addendum-Alteration Addition:

User understands and agrees that Bay will leave balance of System as listed per previous agreements.

If Cancels Former Agreement:

Contract terms begin upon date System and/or Service is online.

Service Agreement

The agreement is made by and between _____ City of Riverside "User" and Bay Alarm Company ("Bay") and is effective for an initial period of **five years**, from date the System is operational. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date.

Bay will install the system ("System") described in the Scope of Work section (s) and/or any additional continuation page (s), and will maintain, monitor, and provide other services pursuant to the terms and conditions of this agreement.

Installation will begin approximately _____ weeks, and will be completed approximately _____ weeks. Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. User agrees to pay in addition to charges stated herein all taxes, permits, fees, or any costs relating to the System imposed by any governmental or regulatory body or increases in charges made by the telephone company. User understands there may be a direct telephone company charge for the installation of a telephone interface jack.

SCOPE OF WORK:

Services to be provided at the following location:

3900 Main Street, Riverside, CA 92522

Total Installation Charge: \$ 29,074.00

Total Monthly Service Charge Due Quarterly in Advance: \$ 2,650.00

User Acceptance:

In accepting this agreement, User agrees to the terms and conditions herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the User may issue. Any changes in the System requested by the User after the execution of this agreement shall be paid for by the User and such charges shall be authorized in writing.

Bay Alarm Company:

User:

Nick Walley

Sales Representative

Agent #

User's Signature

User's Printed Name and Title

2/8/23

Approved

Date

Date Signed

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471

California Contractor's License No. 880138

Alarm Operator's ACO License No. 28

Terms & Conditions

1. TITLE, TERMINATION, REMOVAL OF SYSTEM: User acknowledges and agrees that this agreement is a service agreement only and the entire System shall at all times remain the sole property of Bay. User will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but Bay's personnel. In the event of loss or damage to the System or any part thereof, User agrees to pay Bay the System's reasonable replacement value or the cost of repair as the case may be. At the expiration or termination of this agreement or in the event of User's default, User authorizes Bay to enter User's premises and to remove all or any portion of the System. Bay may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire agreement or extensions or renewals thereof, including, but not limited to recovery of loss of profits for any unexpired term of this agreement. If Bay elects to remove the System or any portion thereof, Bay agrees to conduct such removal, in a workmanlike manner, but Bay shall not be responsible for or have any obligation to repair minor damage to the premises (such as, but not limited to, screw, fastener holes, paint or wall finishing damage) resulting from such removal. Unless abandoned by Bay, User will return the System to us in good condition, reasonable wear and tear excepted. User agrees that installation of the System does not create a fixture to the premises. This agreement is not for sale of a System. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement including loss of profits.

2. ADDITIONAL COSTS: User agrees to pay Bay's standard rate for past due or carrying charges and collection cost if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User to receive no credit if System is temporarily disconnected or out of service for any reason. If User defaults or cancels this agreement or the whole or any part of the premises herein involved is acquired or condemned for any public or private use or purpose, the entire remaining balance of the initial period or extension of this agreement period shall immediately become due and payable. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A re-connection fee in addition to all past due amounts, will be required prior to reactivating System.

3. BAY IS NOT AN INSURER. LIQUIDATED DAMAGES, LIMITATION OF LIABILITY: For all Systems and services provided, it is understood and agreed; that Bay is not an insurer, that insurance, if any, shall be obtained by the User; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the User's property or other's property located on User's premises; that Bay makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the System or service is designed to detect or avert. User acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Bay's negligence, a failure to perform any of the obligations herein, including, but not limited to, installation, monitoring or repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things: a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any police or fire department, should they be notified as a result of a signal from or at premises; c) The inability to ascertain in advance what portion, if any, of any personal injury, death, or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; d) A CCTV or access control system may not observe, detect or prevent an unauthorized intrusion or entry onto the premises; e) The nature of the service to be performed by Bay. User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring or service, or the failure of the System equipment, or service in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars (\$1500.00) whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. THIRD PARTY INDEMNIFICATION: When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or nonoperation of the System whether based upon negligence, warranty, contribution, indemnification, or strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. SUBROGATION: So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

6. USER DUTIES: You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals to our Central Station in accordance with our instructions at least monthly. If the System includes space protection (i.e. microwave, infrared, photo

beams, or other such detectors) you will turn off, control, or remove all things such as air conditioning systems and heaters that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. In the case of a fire alarm system, you will notify us in writing of any change in your fire rating bureau or agency. You are solely responsible for issuing and controlling access control cards and programming changes to the remote access system. User will give Bay access to all portions of the premises necessary to conduct inspections and tests of the System.

7. INSTALLATION: User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed, User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken or loose doors and windows) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. If the System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. User will provide non-switched electrical outlets for the System's transformers. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After completion the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. REPAIR SERVICE: Bay will provide all repairs necessitated by ordinary wear and tear to the System. Service will be provided as soon as reasonably possible twenty-four (24) hours a day, seven (7) days a week. This service does not cover: (i) repairs that are needed because of an accident, your failure to properly use the System or maintain your premises, or if someone other than Bay attempts to repair or change the system; or (ii) repairs that are needed for any other reason except a defect in the equipment or our installation. Bay may substitute materials of equal quality at time of replacement, may install reconditioned used parts, and may keep all replaced parts. Noncovered service will be charged on a time and material basis at our then prevailing rates and will include a visit charge, and you agree to pay for such noncovered services upon receipt of our invoice.

9. CHARGES, TAXES, RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued, a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase.

Notwithstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to the above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User refuses rate increase, Bay has the right to rescind or reduce said rate increase. If Bay declines its right to reduce or rescind rate increase and if User is unwilling to pay such additional monthly charges imposed pursuant to this sub-paragraph, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this sub-paragraph.

10. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including someone who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repairs, inspections, tests or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

11. MONITORING SERVICE: To reduce false alarms, Bay uses enhanced call verification (also known as 2-call verification or ECV). When a burglar alarm signal from the alarm system is received, Bay will first try to telephone User's premises, and if there is no answer then will try to telephone the first available person on User's Emergency Notification List, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Bay will attempt to notify the police department and will also attempt to contact someone on the Emergency Notification List to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Bay will attempt to notify the police or fire department or other emergency personal and the first available person on the Emergency Notification List. However, Bay, to the extent permitted by law, rule, code or regulation, reserves the right to verify all alarm signals by: (i) telephone, or (ii) using the two-way voice feature of the system, if one has been installed, or (iii) otherwise before notifying emergency personnel. When a carbon monoxide alarm is received, Bay will first attempt to contact the premises and the first available person on the Emergency Notification List. If there is no answer at the premises, Bay will attempt to notify the fire department. If someone in the premises responds to Bay's call, Bay will not notify the fire department, and Bay recommends that everyone vacate the premises and User call User's local gas company to investigate the cause of the CO signal. If no one answers the door for emergency authorities, they may attempt to forcibly enter the premises which may result in damage to your door or other entrance, and Bay is not responsible for any such damage. Bay recommends the installation of a Lock Box which gives the fire department access to User's premises key to enter the premises. When a non-emergency signal is received (e.g. temperature or flood sensors), Bay will attempt to contact the premises or the first available person on the Emergency Notification List but will not notify emergency authorities. Bay may choose not to notify emergency personnel if it has reason to believe that an emergency

condition does not exist. Bay and User are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. Bay may discontinue or change any particular response service due to governmental or insurance requirements by giving User written notice. User's consent to the recording of all telephonic communications between User and Bay. If User's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, User agrees to subscribe to such service if provided by Bay, or otherwise comply with such requirements. Bay may charge an additional fee for such service. User acknowledges and agrees that all monitoring firmware and software, computer codes and monitoring information remain Bay's sole and exclusive property. USER AGREES THAT BAY IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY THE PHONE THE APPROPRIATE EMERGENCY AGENCY OR OTHER PERSONS NAMED IN THE EMERGENCY NOTIFICATION LIST. USER UNDERSTANDS THAT THE BAY WILL NOT SEND ANY BAY PERSONNEL TO USER'S PREMISES IN RESPONSE TO ANY EMERGENCY SIGNAL UNLESS USER HAS SUBSCRIBED TO BAY'S RESPONSE SERVICE. User understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's single telephone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions beyond the control of Bay.

12. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, at its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. In the event Bay dispatches an agent to respond to an alarm originating from User's premises where User intentionally, accidentally, or negligently has activated the alarm signal and no emergency exists, or if Bay makes any service call caused by the inadvertence or negligence of User, User shall pay Bay a service charge at Bay's then prevailing rates. User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate. In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

13. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect the System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification, User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

14. CONTROL COMMUNICATOR: User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming or physical access in order to perform diagnostics, change and/or update information or disconnect service upon the termination or expiration of this agreement.

15. ENTIRE AGREEMENT: It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superseded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge.

16. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County as the exclusive place of venue.

17. LEGAL WAIVERS, REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, 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.

18. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

PLEASE READ ENTIRE AGREEMENT

Bay Alarm Company – What Have You Got To Lose?



BAYGUARD LIVE ADDENDUM

Name: City of Riverside
Address: 3900 Main Street
City, State, Zip Code: Riverside, CA 92522
Lead #: Click here to enter text.
Date: 2/8/23

This Addendum amends that certain agreement for alarm services concurrently entered into between Bay Alarm Company ("Bay") and User (the "Agreement"). Following are the notification options and terms and conditions that pertain to live remote video monitoring services for the BayGuard Live system specifically described below (the "System").

Bay Alarm to install (and monitor/unmonitored as indicated) the following equipment:

Camera 1: west light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft
Camera 2: west light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft
Camera 3: south light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft
Camera 4: south light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft
Camera 5: south light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft
Camera 6: south light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft
Camera 7: east light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft
Camera 8: east light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft
Camera 9: east light poles – no one should be on-site while system is armed. Equipment, vehicle and tool theft

Would customer like prerecorded automated message enabled for talkdown speakers?

Yes -- Automated message + live dispatcher talkdown

Talk Down Speaker Location:

Speaker 1: west light pole
Speaker 2: south light poles
Speaker 3: south light poles
Speaker 4: east light pole

What is the issue the customer is experiencing that prompted to get the system?

Equipment, vehicle and tool theft

Is this system monitored or unmonitored?

Monitored

****If partial, please indicate above on camera list which cameras are monitored & which are unmonitored. ****

Main Point of Contact:

Name: Gary Hironimus
Email: GHironimus@riversideca.gov
Phone #: 951-826-5675

****Main point of contact regarding account, if main point of contact is also app user please list below****

Remote Users:

1. **Name:** Gary Hironimus
Email: GHironimus@riversideca.gov
2. **Name:** First Name & Last Name.
Email: Click here to enter text.
3. **Name:** First Name & Last Name.
Email: Click here to enter text.

Is the System Going to Run on the Customer Network (LAN Installation)?

No

****If yes:**

Technical Point of Contact (TPOC):

Name: First Name & Last Name.
Phone: Click here to enter text.
e-mail: Click here to enter text.

The TPOC must review, answer and sign off on the following network section for a LAN installation:

The solution does NOT require port-forwarding or inbound firewall rules. It does leverage HTTPS and DNS outbound from installed devices to the cloud platform over TCP port 443 and TCP/UDP port 53. All devices require outbound access to the internet.

Is outbound network traffic filtered? Choose an item.

****if yes:**

TPOC will need to whitelist the following FQDN's in advance of installation:

dispatchse1-st.axis.com	dispatchse2-st.axis.com	oneclick-1.cloud.yoursix.com
oneclick-2.cloud.yoursix.com	oneclick-3.cloud.yoursix.com	oneclick-4.cloud.yoursix.com
oneclick-5.cloud.yoursix.com	oneclick-6.cloud.yoursix.com	oneclick-7.cloud.yoursix.com
oneclick-8.cloud.yoursix.com	oneclick-9.cloud.yoursix.com	oneclick-10.cloud.yoursix.com
oneclick-11.cloud.yoursix.com	oneclick-12.cloud.yoursix.com	archiver.cloud.yoursix.com
axebridge.cloud.yoursix.com	api.platform.yoursix.com	login.platform.yoursix.com
auth.platform.yoursix.com	platform.yoursix.com	

Will DHCP be available to all installed devices? Choose an item.

****if no:**

IPv4 range suitable for the quantity of devices to be installed: Click here to enter text.
Subnet: Click here to enter text.
Gateway: Click here to enter text.
Primary and Secondary DNS: Click here to enter text.

Per-Device outbound bandwidth estimation chart is provided for TPOC review and acknowledgement:

Bandwidth Consumption (HD)

No Motion Present	10-20 Kbps
Indoor with Motion Present	250-300 Kbps
Outdoor with Motion Present	400-500 Kbps

**Consumption numbers are an average based on typical customer deployments. Actual results can vary depending on multiple factors.*

TPOC must signoff that the LAN can support the targeted device quantities and that the network address information provided is correct and all firewall/network changes necessary will be completed prior to installation:

[Click here to enter text.](#)

Is a DMP Panel Integrated to their BayGuard Live System?

Yes

****If yes, arming/disarming or schedule will be managed by users through the DMP control panel****

****If system requires an auto arming or disarming, please list below on event monitoring schedule. ****

Event Monitoring Schedule (when should the system be disarmed?):

Begin Day	Begin Time	End Day	End Time
Monday	*to be armed/ disarmed manually via DMP system		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

****Any deviations from the seven-day schedule listed above including holidays, unexpected closures, or miscellaneous changes must be emailed to techsupportcloud@bayalarm.com 2-5 business days before the requested day. ****

Special Instructions for Dispatch:

Msg ID – LRVM3 - Description – Always Call ENs/Dispatch Last - HUMAN ACTIVITY: USE TALK DOWN BUT CALL EN LIST EVEN IF SUSPECT LEAVES. IF SUSPECT DOESN'T LEAVE, CALL EN LIST THEN DISPATCH PD

How long should recordings be retained on the cloud platform?

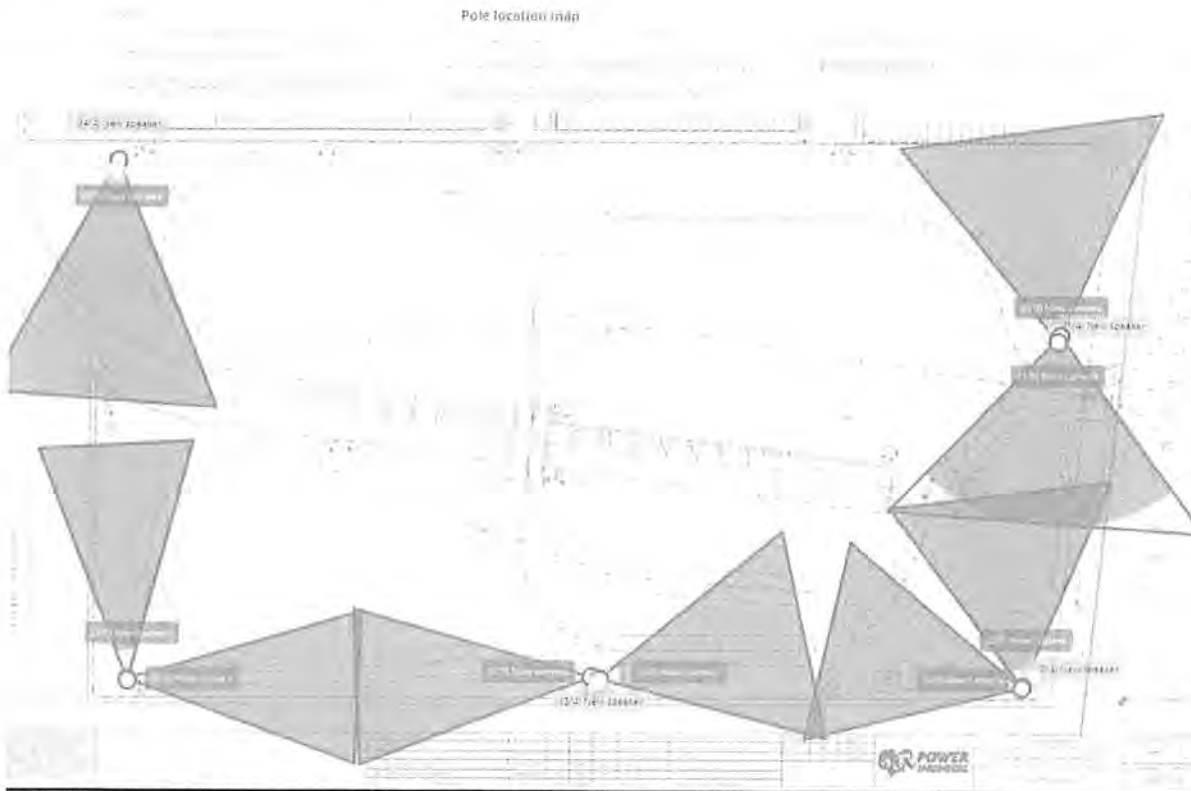
30 Days

Is there proper external lighting at this location:

Yes

Google map overhead image of property with camera locations attached:

Yes



Live Remote Video Monitoring Terms and Conditions

In addition to the terms and conditions listed in the Agreement, the following terms and conditions apply.

- Bay Alarm will monitor the live video feed from select cameras upon the occurrence of an alarm event during the monitoring schedule specified by User in this Addendum. Bay will evaluate the video received to interpret said incident, and if Bay has reason to believe that an emergency condition exists, Bay will notify User and/or the police pursuant to one of the dispatch options selected by User.
- During the first two (2) weeks that the System is operational, Bay will be testing the System and making adjustments in order to improve performance and to prevent false alarms. During this testing period, Bay will not dispatch on alarm signals generated by the System. It is possible that Bay may need to access User's premises during the testing period.
- Bay Alarm will provide live audio talk down service, to verbally engage trespassing party in an effort to encourage the trespassing party to leave the property.
- Bay Alarm to provide a minimum of 30 days of video recording storage (or the specified retention period) in a cloud-based service. User will have access to all video on the cloud platform during the retention period. Any video on the cloud storage platform after the expiration of the retention period will be lost unless User exports video. All cameras will have an on-board 64GB SD card that will store a local copy of video while there is space on the SD card.

- Bay Alarm to provide “health monitoring” of the connected devices for errors or signal loss. In the event an error is detected, Bay Alarm may attempt to remotely correct the error or notify User. In the event that Bay Alarm is unable to correct the error remotely, User will be notified and a Bay Alarm service technician may be required on site.
- Bay Alarm does not provide internet service, and does not maintain internet connections or wireless access or communication pathways or electric current connections or supply; or the remote server, which are provided by others. User may experience interruption in signal or video transmission or slowdown in speed, which are completely beyond Bay Alarm’s control.
- User acknowledges that Bay Alarm cannot and does not guarantee that our monitoring center will be able to correctly interpret, understand, manage and/or respond to the live video received from User’s System at all times.
- The live remote video monitoring services, and other service provided pursuant to the Agreement, are affected by how the video cameras are installed and maintained, and by the conditions at the site. Cameras have a limited field of view and the live video remote monitoring services are limited to the area(s) covered by the camera(s). Camera capability and installation can impact the definition, clarity, and quality of the video received by Bay Alarm’s monitoring center. In addition, environmental factors can impact video quality and/or viewing conditions. Cameras are subject to weather and other ambient conditions, including but not limited to heat, cold, humidity, rain, fog, snow, and lighting issues (including headlights and vehicle speed) that can affect video quality and that are completely beyond the control of Bay Alarm. Bay Alarm does not represent or warrant that our monitoring center will be able to detect or prevent all crimes, unauthorized activities, or other emergency conditions, or that the live remote video monitoring services will in all cases provide the intended protection.
- User is responsible for providing the proper environment for the System, including proper lighting, access, and removal of obstructions. User is aware that masking camera views physically or through device settings may minimize or eliminate altogether Bay Alarm’s ability to provide the intended protection.
- User is aware that there are certain rights to privacy enjoyed by employees and the public. To the extent required by law, User is solely responsible for informing persons on User’s site that they may be monitored by video. User will not use or permit the use of video or installation of cameras where any person may have a reasonable expectation of privacy and User will not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy.
- When integrated to a host panel, User understands and accepts all responsibilities for intrusion system being armed and dis-armed through the host panel. User is solely responsible for all arming states, including but not limited to normal schedules, holiday and special dates and times, requirements set forth by leasing agencies and any governmental agencies or bodies. Any service requirements to add/delete or alter system configuration by Bay Alarm will be done on normal service rate schedule (at Bay Alarm’s then-prevailing rates) and must be approved by an authorized representative of User upon completion of service. User is responsible for all false alarms and/or event conditions that transpire from such activity and any fines, fees etc. levied by any governmental agency.
- All right, title, and interest in and to worldwide intellectual property rights in or relating to the products, services, and materials developed, upgraded, or modified by Bay Alarm in relation to the services shall be owned solely and exclusively by Bay Alarm, its parents, affiliates, divisions, suppliers or assigns at all times. Bay Alarm will sublicense all such rights to User free of charge and on a non-exclusive, worldwide basis solely to the extent it is necessary to enable User to make reasonable use of the services. If this Agreement terminates, this sublicense automatically terminates at the same time. “Intellectual Property Rights” means all patents, copyrights, trademarks, inventions, improvements, designs, trade secrets, know-how, software, algorithms, mask works, all other intangible proprietary information or rights necessary to conduct and provide the services, and all other legal interests recognized or protected as intellectual property, including all pending applications or registrations, arising out of or under the laws of any jurisdiction.
- In the event a camera or System generates excessive signals, Bay may place the camera or the entire System in “test” mode until the issue causing the excessive signals is resolved. Certain environmental conditions may need to be corrected by User. If an excessive signal issue cannot be corrected, Bay reserves to right to permanently stop monitoring the offending camera(s) or to terminate the Agreement with User. Bay also reserves to right to terminate the Agreement if for some reason the technology is no longer supported by Bay’s vendors.

- Except as expressly provided herein, all of the terms and conditions of the Agreement remain in full force and effect. In particular, those provisions limiting Bay's liability and its right to indemnification from User are applicable to this addendum and the provision of video equipment and services by Bay to User.
- Bay and User are obligated to comply with all laws regulating alarm systems and alarm notifications and response. Bay may change the notification services and procedures set forth in this Addendum as may be required by changes in applicable law.

User understands and agrees to the terms and conditions on pages 1 through 4 of this Addendum.

User Authorized Signature

Date

Printed Name

Title

EXHIBIT "B"
COMPENSATION

Pricing Summary/Special Provisions:

New System or Takeover New Owner Addendum-Alteration Addition Cancels Former Agreement-Alteration Addition

<p>Installation Price and Payment Summary:</p> <p>Total Installation Price: \$ 29,074.00</p> <p>Deposit Due at Signing: \$ 14,537.00</p> <p>Due Upon Completion of Prewire: \$ 0.00</p> <p>Balance Due Upon Completion: \$ 14,537.00</p> <p>Monthly Service Charge:</p> <p>\$ 2,650.00 Payable Quarterly in Advance</p>	<p>Type Service: <input type="checkbox"/> Intrusion Alarm <input type="checkbox"/> Fire Alarm</p> <p>Open/Closing Options <input type="checkbox"/> E-Autolog <input type="checkbox"/> BayNet Plus <input type="checkbox"/> Supervised: (Check one below) <input type="checkbox"/> Central Station</p> <p>Open/Closing <input type="checkbox"/> User Keypad Control <input type="checkbox"/> Video (addendum required)</p> <p><input type="checkbox"/> BayLink <input type="checkbox"/> BayNet <input checked="" type="checkbox"/> CCTV <input type="checkbox"/> Access <input type="checkbox"/> Intercom <input type="checkbox"/> Total Connect Video <input type="checkbox"/> Total Connect 2.0 <input type="checkbox"/> Video Verification <input type="checkbox"/> Video Notification <input type="checkbox"/> Verified Response \$ _____ (Verified Response is included in The total Monthly Service Fee) <input checked="" type="checkbox"/> Other LVM</p>	<p>Fire Test Frequency: <input type="checkbox"/> NFPA 72 <input type="checkbox"/> Sprinkler Inspection Service, Bay will inspect risers in accordance with C.C.R. Title 19 <input type="checkbox"/> Other: _____</p> <p>Fire Test Devices: <input type="checkbox"/> Panel Only <input type="checkbox"/> Panel & Fire Devices</p> <p>Communication Type: <input type="checkbox"/> Single Phone Line <input type="checkbox"/> Internet Protocol <input type="checkbox"/> Digital Cellular Alarm Back-UP <input checked="" type="checkbox"/> Digital Cellular Alarm Only <input type="checkbox"/> Other</p> <p>Industrial Monitoring: <input type="checkbox"/> Refrigeration <input type="checkbox"/> Temperature Control <input type="checkbox"/> Other</p>
FOR OFFICE USE ONLY		

THE ENTIRE SYSTEM REMAINS THE PROPERTY OF BAY

ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

How to Get Service: Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

If An Intrusion Alarm is Provided:

Glass break detectors, motion detectors, photo electric beams are for area detection only, User to provide a clear path.

Wireless Holdup Buttons: User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device. Wireless

Devices: User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires. Local authorities may require that you obtain a permit or license to use a monitored alarm System. (See paragraph 6)

If a Takeover / Connect to User Owned Devices:

Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

If a New Owner Labor Agreement:

Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate

If a UL Certificate Is Issued:

User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

Network & VoIP:

User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio

EXHIBIT "C"

KEY PERSONNEL

Michal Kubicki