



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is made and entered into on 10/01/2024 (the “**Effective Date**”) by and between SECURITAS TECHNOLOGY CORPORATION, with its principal place of business located at 3800 Tabs Drive, Uniontown, OH 44685 (“**Company**”) and SAN BERNARDINO COUNTY, having an office located at SAN BERNADINO COUNTY PROBATION DEPARTMENT, 175 W. 5TH STREET, FL 4, SAN BERNARDINO, CA 92415 (herein after referred to as **Client**”).

1. **System and Services.**

Company agrees to sell, install, monitor and/or repair (collectively and individually referred to as “**Services**”) security systems and the components comprising such systems (collectively and individually referred to as “**System(s)**”) as described in an “**Ordering Document**”, which can include but is not limited to a Schedule of Service and Protection, Schedule of Installation and Services, purchase order or statement of work, as accepted by Company during the term of this Agreement and at various premises of Client. Each Ordering Document, once submitted by Client and accepted by Company, will become part of and governed by this Agreement. If there is no service plan provided for in the Ordering Document, then service will be provided on a time and material basis during the hours of 8:00 a.m. to 5:00 p.m. (local time to where the work is performed) Monday through Friday, excluding Company holidays (“**Company’s Normal Working Hours**”), at Company’s then current rates. The terms of this Agreement shall apply only to Systems and Services at locations identified on an Ordering Document under this Agreement. If Client has existing agreements related to Company-provided Systems and/or Services, the terms and conditions of this Agreement shall cancel and supersede all such prior agreements, whether oral or written. Any Ordering Documents under those agreements shall now be governed by the terms and conditions of this Agreement.

2. **Term, Renewal, and Expiration.**

This Agreement is effective as of its execution date and, for use of the System and services, shall have an initial term beginning on the date the System first becomes operational and expiring on the last day of the calendar month sixty (60) months after the Effective Date (the “**Initial Term**”). Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this Agreement will automatically be renewed as consecutive one (1) year terms, except where prohibited by applicable law, in which case the Agreement will renew from month to month (any such term being a “**Renewal Term**”), unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term or the Renewal Term. This Agreement shall control all new locations specified in any Ordering Document for a period of sixty (60) months from the date the System first becomes operational and expiring on the last day of the calendar month sixty (60) months thereafter and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the expiration date of the then-current Initial Term or Renewal Term. Provided, however, that if this Agreement has terminated or expired prior to the end of the Initial Term or any renewal term of such Ordering Document location, the terms and conditions of this Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of Company and the Client, as to the providing of services to any such Ordering Document locations.

3. **Acceptance and Transfer of Title.**

Title, risk of loss, and the right to use a System will pass to Client upon Client’s Acceptance thereof according to this Section 3. Notwithstanding the foregoing, under no circumstances will title to any software pass to Client. Client will be deemed to have accepted the Systems provided hereunder according to the following (“**Acceptance**”):

- A. **Acceptance of Installed Systems.** For an installed System, Client shall have ten (10) days (unless a longer period of time is specified in the applicable Ordering Document) following the completion of installation of the System(s) and Company’s determination that the System is in operable condition, capable of functioning according to Company’s standards and specifications, and communicating with Company’s central station(s)/monitoring center(s) (collectively “**Client Service Center**” or “**Center**”) (if applicable) to accept the System (the “**Acceptance Period**”). If Client accepts the System, Client shall execute Company’s Certificate of Completion or other user acceptance document (each a “**COC**”). If the System does not materially comply with the Ordering Document, Client may deny Acceptance by providing a written notice specifying in detail the reasons the System fails to meet the relevant criteria (“**Deficiency Notice**”). Company will correct any material deficiencies and will retender the System to Client for review and approval as soon as reasonably practicable. The foregoing described process shall repeat until Company corrects all material deficiencies and the System materially complies with the Ordering Document. If no Deficiency Notice is received by Company within the Acceptance Period, or if the System is utilized for purposes other than testing, regardless of whether Client executes Company’s COC, the System shall be deemed accepted by Client. Company shall have no obligation to allow return or grant a refund for any part of a System that has been accepted by Client.
- B. **Acceptance of Shipped Orders (no installation included).** For a shipped order that does not include installation (a.k.a. a box sale), Client’s Acceptance shall be deemed to occur, and title and risk of loss shall transfer to Client, upon the System being shipped from Company’s shipping point to Client’s location.

4. **Payment and Pricing Adjustments.**

- A. **Payment.** Client agrees to pay Company:
 - i. for the sale and installation of the System as provided in the applicable Ordering Document;
 - ii. for any System that is not purchased outright (a “**Leased System**”), Client acknowledges that the cost of the Leased System and installation labor is incorporated into the monthly fees set forth on the Ordering Document. Following the expiration of the Initial Term of the relevant Ordering Document, Client may contact Company to request a buy-out of the Leased System, whereby ownership of the Leased System

would be transferred to Client, and to renegotiate the monthly fee. Unless and until a buy-out occurs, Company retains ownership of a Leased System. Client hereby authorizes Company to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Client's behalf and to file such documents in all places where necessary to perfect Company's interest in the Leased System. Client agrees to execute any such instruments as Company may request from time to time;

- iii. for the monitoring, servicing and/or repairing of the System as provided in an Ordering Document, commencing from the date of Client's Acceptance; and
 - iv. for any interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first of the following month. Payments for services are due sixty (60) months, in advance, commencing from the first day of the month following the date of Client's Acceptance.
- B. Payment Terms, Collections. Payments are due thirty (30) days from the invoice date. Failure to pay amounts when due shall give Company the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. Should Company be required to retain an attorney or file suit with respect to collection of any amounts due, Client shall be responsible for payment of Company's attorney fees and expenses related to such collection efforts. Company reserves the right, upon seven (7) days written notice to Client, to suspend all services while Client's account is delinquent.
- C. Progress Billing. If the price of a single project exceeds fifty thousand dollars (\$50,000.00), Company shall have the right to submit invoices for progress payments based on percentage of work completed for such project.
- D. Pricing Adjustments. Company shall have the right to make any or all of the following pricing adjustments subject to the limitations set forth below:
- i. Client agrees that at any time following expiration of (12) months from the Effective Date of this Agreement or from the date of Client's Acceptance of a System at a new location, Company may increase the monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. If Company increases the monthly charges by an amount greater than nine percent (9%), Client's sole remedy with respect to such increase is to terminate this Agreement upon written notice to Company within fifteen (15) days of the earlier of the first invoice reflecting such increase or any other notification to Client of the increase.
 - ii. Company reserves the right to, no more often than once annually and no sooner than six (6) months from the Effective Date, adjust any pricing under this Agreement, including but not limited to equipment, fees and labor rates, in the event that the Consumer Price Index-All Urban Workers (the "CPI") increases by greater than three percent (3%) between the Effective Date and the time of such adjustment. The percentage of such adjustment may be up to the percentage increase of the CPI.
 - iii. Company reserves the right to increase any pricing, after an Ordering Document is executed, to the extent that the price to Company of such item has been increased by Company's supplier. Client's sole remedy with respect to such an increase is to cancel the subject Ordering Document.

5. Miscellaneous Charges and Increase in Charges.

- A. The prices given to Client are exclusive of taxes and Client shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to Company for facilities required for transmission of signals under this Agreement.
- B. At Company's option, a fee may be charged for any unnecessary service run or false alarm. If either Client or Company is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Client shall pay the full amount of such fine or penalty. If, following an investigation at Client's request, it is mutually agreed that a false alarm was caused by Company, the amount of the fine or penalty paid by Client shall be credited to Client's account. Should the System excessively signal Company's monitoring facility as a result of any cause other than Company's sole negligence, Client authorizes Company to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while the Parties investigate the source of the excessive signaling.
- C. The payments set forth in the Ordering Document may include telephone company line charges, if required. Company may immediately increase its monthly charges to reflect such increased line charges for the Client facility covered by this Agreement. Client shall also pay any telephone company toll line charges incurred by the operation of the System.
- D. Installation charges set forth in an Ordering Document assume installation will be performed during Company's Normal Working Hours and using its own personnel. If Client requests the installation or any part thereof to be performed outside of Company Normal Working Hours, or by Client specified contractors, or if Company's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any governmental agency, or any updated technology standards (including but not limited to cellular signal sunseting), require any changes in the System originally installed for compliance requirements and/or continued functionality, Client agrees to pay for such changes. It is Client's responsibility to obtain all alarm use permits required by the local jurisdiction.
- F. The prices quoted for the System are based upon the number of components, type of security and service specified in the Ordering Document. Should Client request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at Company's initial survey and for delays other than caused by Company will be borne by Client at Company's then current rates.
- G. Client shall pay the greater of (i) any penalties or charges incurred by Company; (ii) \$25.00, or (iii) the maximum amount permitted by law; in relation to any not-sufficient-funds (NSF) check submitted by Client.
- H. Invoices to Client shall be provided electronically unless otherwise requested by Client. A nominal fee, not to exceed three dollars (\$3.00), may be charged for each paper invoice mailed.

- I. Company may make periodic searches at credit reporting agencies and fraud prevention agencies and reserves the right to change payment terms based upon information obtained in the searches.

6. Liquidated Damages and Company's Limits of Liability.

- A. THE PARTIES AGREE THAT (I) COMPANY IS PROVIDING A SYSTEM AND/OR SERVICE DESIGNED TO REDUCE THE RISK OF LOSS ONLY; (II) THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND/OR SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY PROPERTY LOCATED ON CLIENT'S PREMISES; (III) COMPANY IS NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN CASES OF MALFUNCTION OR NON-FUNCTION OF ANY SYSTEM PROVIDED OR SERVICED BY COMPANY, NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING ASPECTS OF THE SERVICE, AND NOT LIABLE FOR LOSSES RESULTING FROM FAILURE TO WARN OR INADEQUATE TRAINING, IN EACH CASE EVEN IF DUE TO COMPANY'S NEGLIGENCE OR FAILURE OF PERFORMANCE; (V) COMPANY IS NOT AN INSURER; AND (VI) INSURANCE COVERING PERSONAL INJURY, PROPERTY LOSS, AND DAMAGE TO AND ON CLIENT'S PREMISES MUST BE OBTAINED AND/OR MAINTAINED BY CLIENT. CLIENT UNDERSTANDS THAT (A) IT IS CLIENT'S DUTY TO PURCHASE SUCH INSURANCE; AND (B) COMPANY OFFERS SEVERAL LEVELS OF PROTECTION AND SERVICES AND THAT THE SYSTEM AND SERVICE DESCRIBED IN THE ORDERING DOCUMENT HAS BEEN CHOSEN BY CLIENT AFTER CONSIDERING AND BALANCING THE LEVELS OF PROTECTION AFFORDED BY VARIOUS SYSTEMS AND THE RELATED COSTS. THIS AGREEMENT SHALL CONFER NO RIGHTS ON THE PART OF ANY PERSON OR ENTITY THAT IS NOT A PARTY HERETO, WHETHER AS A THIRD-PARTY BENEFICIARY OR OTHERWISE, WITH THE EXCEPTION OF THIRD PARTIES IDENTIFIED IN THIS SECTION 6.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CLIENT DATA, INABILITY OF COMPANY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF SECTION 6(A) IS JUDICIALLY DETERMINED TO BE INVALID, UNENFORCEABLE, OR IS OTHERWISE NOT ENFORCED, AND ANY LIABILITY IS JUDICIALLY IMPOSED ON COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, COMPANY'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE COMPANY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CLIENT WISHES COMPANY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CLIENT MAY OBTAIN FROM COMPANY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH COMPANY AS AN INSURER.
- C. IN NO EVENT WILL COMPANY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR ANY LOST PROFITS, LOSS OF REVENUE, COST OF COVER, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND PRODUCTS LIABILITY), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.
- D. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN TWO (2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.
- E. BECAUSE THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS ON ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO CLIENT'S OWN PROPERTY OR THE PROPERTY OF OTHERS ON ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS COMPANY, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY COMPANY OF ANY SERVICE PROVIDED BY COMPANY, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.
- F. WITH RESPECT TO LEASED SYSTEMS, CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CLIENT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CLIENT BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY COMPANY'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.
- G. THIS SECTION 6 SHALL APPLY TO ANY OTHER COMPANY OR ENTITY, AND THE WORK IT PERFORMS, WHICH FURNISHES, AS A SUBCONTRACTOR OR OTHERWISE, ANY INSTALLATION, REPAIRS, MAINTENANCE, MONITORING OR OTHER SERVICES PROVIDED HEREUNDER.

7. Limited Equipment Warranty.

- A. Where Client purchases a System under this Agreement, unless Client has purchased a service plan that commences from the date of installation, Company warrants to Client that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of Acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Company's sole option, free of charge. Warranty repair is provided during Company's Normal Working Hours. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions, alternations, abuse, misuse or tampering of the System by the Client (ii) System operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by Company or its original equipment manufacturer ("OEM"); (iv) performance

issues relating to the use of Client's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of Company. If inspection by Company fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Client's expense and Company's regular service charges will apply.

- B. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY, COMPANY MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OR USAGE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR QUIET ENJOYMENT AND ANY WARRANTY THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. COMPANY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.
- C. STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CLIENT MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. Software License.

Client's use of any computer application, program, and/or documentation (collectively "Software") provided hereunder is owned by Company, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions, and is governed by the terms and conditions of any license included in or with such software (including but not limited to a click-wrap or shrink-wrap agreement) or as appears on a web site as of the date that the Client signs the Ordering Document referencing this Agreement. If Client does not agree to abide by such terms, then Client should not install or use such Software. Any breach of this Agreement will automatically terminate the Client's right to use the software. Client may not copy the software other than in accordance with the terms and conditions of the applicable end user software license agreement. Client may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any software. Client acknowledges that any breach of this Section 8 shall result in irreparable injury to Company for which the amount of damages would be unascertainable. Therefore, Company may, in addition to pursuing any and all remedies provided by law, seek an injunction against Client from any court having jurisdiction, restraining any violation of this Section 8.

9. Further Obligations of Client.

- A. Client, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Company's requirements, and telephone company interconnection jacks, if required.
- B. Client shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment, or otherwise interfere with System(s) installed by Company, nor shall Client permit the same to be done by others. It is further agreed that CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIM ARISING OUT OF THE FOREGOING, and that if any work is required to be performed by Company due to Client's breach of the foregoing obligations, Client will pay Company for such work in accordance with Company's then current prevailing charges.
- C. For those premises where Company is to provide monitoring services, Client shall be solely responsible for providing to and updating Company with the information required to provide the services hereunder, including but not limited to a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Client during scheduled closed periods, instructions on order of contacting individuals and authorities in case of an alarm signal or other type of signal, an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information ("**Action Plan**"). Client agrees that telephone calls and video received or transmitted by the Client Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Company. Client consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.
- D. Client is solely responsible for activating any intrusion alarm System at such times as Client shall close its premises. Client shall regularly test its System(s), including conducting walk tests of any motion detection equipment, and shall immediately report to Company any claimed inadequacy in, or failure of, any System.
- E. Client shall permit Company access to the premises for any reason arising out of, or in connection with, Company's rights or obligations under this Agreement.
- F. At any time during the Initial Term of this Agreement or any Renewal Term, Company may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition. In such event, upon receipt of written notice or such determination from Company, Client shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by Company (if Company is able to do so) on a time and materials basis.
- G. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Company, any repairs or replacement shall be paid for by Client (ordinary wear and tear excepted in the case of a Leased System).
- H. Client represents and warrants that Client is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Client shall indemnify and hold Company harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Company's inability to recover Leased System components when Client moves out of the premises.
- I. For those premises where Company is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Client warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Client's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Company's signaling devices. Client further agrees to furnish any necessary water through Client's meter and at Client's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- J. For those premises where the System transmits video Client shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of

privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.

- K. It is mutually agreed that the Client assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Client's premises.
- L. Client represents that, except to the extent it has given Company written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Client) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Company's reasonable control and Company shall not start, or continue, to perform its work under this Agreement until Client has remedied the unsafe or unlawful condition at Client's sole expense. CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CLIENT DISCLOSED SUCH MATERIALS TO COMPANY). Client further represents that it is not subject to any economic or trade sanctions and will immediately notify Company if it becomes subject to such sanctions, in which event Company shall be entitled to immediately terminate this Agreement.

10. Obligations of Company; Limitations.

- A. Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, pandemics, endemics, supply chain issues and shortages, or any cause beyond the control of such party, including interruptions in internet, telephone, or other telecommunications service (each a "**Force Majeure**"). Company will not be required to perform installation or supply service to Client while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.
- B. For those premises where monitoring service is provided, Company, upon receipt of an alarm signal from Client's premises, shall (unless previously instructed otherwise by Client), follow the Action Plan. If no Action Plan is in place, Company shall make a reasonable effort to notify Client and/or the pertinent authorities of the alarm, with the exception that Company shall clear the alarm signal if, through video or audio verification, Company determines an emergency does not exist.
- C. Company reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals, unless expressly prohibited by local authorities. If Client requires phone notification for non-emergency signals, Client agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Client.
- D. Company may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Company and Client are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Company reserves the right to discontinue or change any particular response service due to such governmental requirements or any insurance requirements without notice. Client consents to the tape and video recording of telephonic and video communications between Client's premises and Company, and Client will inform its employees and third parties that such recordings are authorized. If Client'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, Client agrees to subscribe to such service if provided by Company, or otherwise comply with such requirements, and an additional fee may apply for such services.
- E. If a service plan or software support option is purchased by Client, Company will provide and install software updates during Company's Normal Working Hours, as they become commercially available. Software updates that do not apply to the Client's current operations, as determined by Company and the OEM, will not be installed by Company. Software upgrades shall be made available for purchase. In the event the Client elects to have someone other than Company install a software update or upgrade, Client shall assume any and all liability for damage caused pursuant to the installation. Service and updates for third party software not supplied by Company are excluded from this Agreement.

11. Communication Limitations.

- A. Client understands that if any System installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Client Service Center there may be times when that communication method is not able to transmit signals and Company will not receive alarm signals. Digital communicators use standard telephone lines and Company does not receive signals when the telephone systems become non-operational or the telephone line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, or any Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Client understands that Company offers several levels of communication methods of alarm signals to the Client Service Center and that the services described on the Ordering Document have been chosen by Client after considering and balancing the levels of protection afforded by various communication methods and the related costs. Client acknowledges and agrees that Client is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond Company's control and are maintained and serviced, solely by the applicable carrier or provider. Client agrees to reimburse Company for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. Client agrees to notify Company if Client has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- B. For those premises where card access security is provided, Company assumes no responsibility or liability for lost or stolen access cards.
- C. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not Company's agents, nor does Company assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- D. Company shall not be responsible for the replacement of equipment or parts no longer commercially available to Company.

12. Title to Equipment and Use of Leased Equipment.

- A. If Client purchases a System, Client agrees that Company retains a security interest in the System until the full purchase price is paid.
- B. Any Leased System installed on the Client's premises shall at all times remain solely the property of Company and Client agrees not to permit the attachment thereto of any equipment not furnished by Company. It is further understood and agreed that Company may remove, disable, or abandon all or any part of the Leased System, including all wiring installed by Company upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the protected premises, provided that such removal, disablement, or abandonment shall not be held to constitute a waiver of the right of Company to collect any charges which have accrued hereunder. Client shall have no right, title or interest in the Leased System outside of the leasehold interest created by the Ordering Documents.
- C. Client shall keep all Leased Systems at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, any nature whatsoever. Client shall give Company immediate notice of any such attachment or other judicial process affecting any of the equipment. Without Company's written permission, Client shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without Company's prior written consent, then all the new equipment shall become equipment owned by Company subject to this Agreement and the applicable Schedule.

13. Termination.

- A. Company may terminate this Agreement:
 - i. immediately, upon written notice for any individual location in the event the Client location is, by any cause beyond the control of Client, destroyed or so substantially damaged that it is commercially impractical for Client to continue any operations at such location;
 - ii. if Company materially breaches this Agreement, and such material breach is not cured within thirty (30) days of written notification by Client of such material breach;
 - iii. as provided in Section 2 relating to expiration.
- B. Client may terminate this Agreement:
 - i. Immediately, upon written notice, in the event Client defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days from receipt date of written notice by Company of such default. If Company terminates under this Section 13(A)(i), the balance of all monies due and for the unexpired term of orders subject to this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or
 - ii. immediately, upon written notice, in the event the Client Service Center, the telephone lines, wires, or Company's equipment within Client premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Client's premises; or
 - iii. as provided in Section 2 relating to expiration.
- C. In the event of any termination under this Section 13,
 - i. if Client is using Leased Equipment, Client must pay Company all payments remaining to be made under this Agreement through its scheduled expiration;
 - ii. Client shall permit Company access to Client's premises in order to deactivate any signaling device, and/or to remove or disable the System pursuant to Section 12;
 - iii. written notification by facsimile, U.S. mail or by courier shall be acceptable.
- D. The provisions that by their express terms or nature continue and surviving, including the payment and taxes terms, the limitation on liability, consequential damages waiver, warranty disclaimer, insurance and waiver of subrogation, severability and savings, jury trial waiver, entire agreement and governing law provision, will survive any termination, expiration or cancellation of this Agreement.

14. Assignment.

This Agreement and the rights hereunder are not assignable by the Client, except upon written consent of Company first being obtained. Company shall have the right to assign its rights under this Agreement without the consent of, but with notification to, the Client. Any attempted assignment in violation of this Section 14 is void.

15. Subcontracting.

Company may, in its sole discretion, subcontract any of Company's obligations under this Agreement.

16. Insurance and Waiver of Subrogation.

Client shall obtain, and maintain, insurance coverage and/or an appropriate self-insurance program to cover all losses, damage, or injury Client may sustain in security-related incidents. Client shall look solely to its insurer for recovery of security incident related losses and hereby waives any and all claims for such losses against Company. Client agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

17. Severability and Savings.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

18. Non-Solicitation.

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to seek injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired employee's fully loaded salary, including benefits,

bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through independent recruiters who contact a party's Employee without the party's knowledge will not be considered solicitations for purposes of this paragraph.

19. Electronic Signature.

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

20. Choice of Law.

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21. Waivers.

- Jury Trial Waiver. Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation arising out of, under, in connection with, or relating to this Agreement.
- Terrorism Waiver. In no event will either Party or its insurers be liable to the other Party for loss or damage arising from or related to any acts of terrorism. The Parties intend for this waiver to "flow down" to their respective contractors.

22. Confidentiality

- Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party non-public information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that the receiving party knows or reasonably should know is confidential to the disclosing party or its affiliates, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third-party; or (d) independently developed by the receiving party.
- Non-Disclosure. The receiving party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.
- Return or Destruction. On the expiration or termination of this Agreement, the receiving party shall, to the extent practicable, promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.

23. Miscellaneous

- The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement, which shall be considered as a whole.
- The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation."
- Any written notifications to Company shall be directed to 8350 Sunlight Drive, Fishers, IN 46037, Attn: Counsel. Any written notifications to Client shall be directed to the address identified in the first paragraph of this Agreement.

24. Entire Agreement.

(a) This Agreement, including any attached Ordering Documents and Exhibits (which are incorporated by reference), specifically including but not limited to Proposal Nos. 457101-18, 457489-18, 457106-18, 457132-18, 457480-18, 456983-18, 457464-18, 437095-18 (the "November 2023 Proposals"), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to such subject matter. This Agreement may not be changed, modified, or varied except in a writing that both identifies itself as an amendment to this Agreement and is signed by an authorized representative of Company. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Client. Client hereby acknowledges that Client has read this entire Agreement and agrees to be bound by all its terms and conditions.

(b) The Parties agree that, in lieu of signing each of the March 2024 Proposals, signatures on this Master Services Agreement shall constitute signatures on each of the March 2024 Proposals.

IMPORTANT INFORMATION FOR PURCHASERS OF ALARM SYSTEMS AND SERVICES IN THE STATE OF CALIFORNIA

Company is a licensed alarm company operator as defined in the California Alarm Company Act (the "Act") and is regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Post Office Box 980550, West Sacramento, CA 95798-0550, Phone (916) 322-4000. Company shall provide Client a fully executed copy of the Agreement before any work is done. Upon completion of the installation of the alarm system, Company shall thoroughly instruct Client in the proper use of the alarm system. Company reserves the right, in the event of non-payment, to assert a mechanic's lien against the Premises. In the event of the assertion of such a lien, Company must provide notice to Client and record the lien and/or payment bonds (if applicable) in accordance with California law. Client has the right to dispute such a lien based on whether legal requirements with respect to such a lien are satisfied.

California License # of Sales Agent (if applicable): ACE35002

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated:

SECURITAS TECHNOLOGY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

**Client: SAN BERNARDINO COUNTY PROBATION
DEPARTMENT**

By: _____

Name: Dawn Rowe

Title: San Bernadino County, Board of Supervisors, Chair

Date: _____

Prepared For:

SAN BERNARDINO COUNTY PROBATION_150 W 5th St_Intrusion Alarm System Upgrade

SAN BERNARDINO COUNTY PROBATION DEPARTMENT
175 W 5TH ST FL 4
SAN BERNARDINO, CA , 92415

Prepared By:

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Vandegrift
Executive Security Consultant
(951) 274-4338
david.vandegrift@securitas.com

Project Site:

SAN BERNARDINO COUNTY PROBATION DEPARTMENT
150 W 5TH ST
SAN BERNARDINO, CA, 92415

ALARM SYSTEM UPGRADE

Securitas to upgrade the existing intrusion alarm system as follows.

- Install (1) new DMP model XR150 intrusion alarm system control panel, configured to transmit signals to the Securitas monitoring center via the internet using a customer-provided network connection as primary, with built-in cellular transmitter as a secondary-back-up communication channel. This new DMP control panel will replace the existing installed Sonitrol alarm control panel.
- Install one new DMP system keypad configured for alarm system arm/disarm control, replacing existing Sonitrol alarm keypad.
- Install (36) new motion alarm sensors, replacing existing Sonitrol audio alarm sensors
- Utilize existing installed alarm system field devices (door contacts), and existing installed system cabling.

Existing alarm zoning will remain unchanged.

The new system will be configured with one alarm partition, matching the existing system configuration.

The new DMP control panel will accommodate up to 10,000 individual alarm system user codes.

Note: Alarm system monitoring / services will be provided for on a separate contract.

General Notes / Exclusions

1. Securitas to utilize existing installed system door alarm sensors and cabling as referenced above. Any required repairs to existing system components that are to be re-used to be handled on a change order basis (none anticipated)
2. Customer to provide 110-volt power connection at the new DMP intrusion system control panel.
3. Customer to provide network port with internet connectivity at the new DMP intrusion alarm panel, for transmission of alarm signals to the Securitas monitoring center. Note: the system will be configured with hardwired internet as the primary alarm communication pathway with cellular as the back-up communication pathway.
4. Engineered submittal drawings and as-built drawings for the intrusion system are not included in Securitas work scope.
5. Securitas to pay Prevailing Wage labor rates. We understand that Union Labor is not required.
6. We understand that project bonds are not required for this project.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
DMP	XR150DL-G	1	\$291.64	\$291.64
(XR150DL-G) XR150D, 350 GRAY ENCLOSURE				
Ultra Tech	IM-1272F1	1	\$13.12	\$13.12
12V, 7Ah SLA Battery, F1 Terminal				
DMP	263LTE-V/381-2	1	\$199.40	\$199.40
Verizon LTE Cell Communicator w/ 381-2 Cable, XT/XR Series				
DMP	715-16	2	\$215.54	\$431.08
ZN EXP 16 POINT W/ ENCLOSURE				
DMP	7060-W	1	\$104.82	\$104.82
Green LCD, Shortcut Keys, White Keypad				
Optex	MX-40PI	36	\$42.43	\$1,527.48
40 X 40 Dual-Tec with Pet Immunity				

Misc / Conduit Schedule

Categories	Qty	Unit	Price
Misc Materials			\$272.73

2 Purchase Investment Summary:

Total: \$4,984.02

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: david.vandegrift@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

SAN BERNARDINO COUNTY PROBATION DEPARTMENT

Company

Trade, partnership or corporate name if different from above.

21803 Cactus Avenue, Suite A

175 W 5TH ST FL 4

Riverside CA92518

SAN BERNARDINO CA 92415

Address

Address

David Vandegrift, Executive Security Consultant

Name & Title

Account Representative Name & Title

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management

Authorized Signature

Date

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management Signature Date

Prepared For:

SAN BERNARDINO COUNTY PROBATION_Victorville_Ramona Ave_Intrusion Alarm System Upgrade

SAN BERNARDINO COUNTY PROBATION DEPARTMENT
175 W 5TH ST FL 4
SAN BERNARDINO, CA , 92415
909-387-5527

Prepared By:
Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Vandegrift
Executive Security Consultant
(951) 274-4338
david.vandegrift@securitas.com

Project Site:
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
15480 RAMONA AVE
VICTORVILLE, CA, 92392

ALARM SYSTEM UPGRADE

Securitas to upgrade the existing intrusion alarm system as follows.

- Install (1) new DMP intrusion alarm system control panel, configured to transmit signals to the Securitas monitoring center via the internet using a customer-provided network connection as primary, with built-in cellular transmitter as a secondary-back-up communication channel. This new DMP control panel will replace the existing installed Honeywell First Alert alarm control panel.

- Install three new DMP system keypads configured for alarm system arm/disarm control; replacing existing First Alert alarm keypads.

- Utilize existing installed alarm system field devices (motion detectors, glassbreak sensors, door contacts), and existing installed system cabling.

Securitas to Install:

- (1) DMP model XR150 intrusion alarm control panel with internet and cellular communicator, replacing existing First Alert control panel.

- (3) DMP intrusion alarm keypads (replacing existing First Alert keypads)

Existing alarm zoning will remain unchanged.

The new system will be configured with one alarm partition, matching the existing system configuration.

The new DMP control panel will accommodate up to the 10,000 individual alarm system user codes.

Note: Alarm system monitoring / services will be provided for on a separate contract.

General Notes / Exclusions

1. Securitas to utilize existing installed system motion and glassbreak sensors, and door alarm sensors, and cabling as referenced above. Any required repairs to existing system components that are to be re-used to be handled on a change order basis (none anticipated)
2. Customer to provide 110-volt power connection at the new DMP intrusion system control panel.
3. Customer to provide network port with internet connectivity at the new DMP intrusion alarm panel, for transmission of alarm signals to the Securitas monitoring center. Note: the system will be configured with hardwired internet as the primary alarm communication pathway with cellular as the back-up communication pathway.
4. Engineered submittal drawings and as-built drawings for the intrusion system are not included in Securitas work scope.
5. Securitas to pay Prevailing Wage labor rates. We understand that Union Labor is not required.
6. We understand that project bonds are not required for this project.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
DMP	XR150DL-G	1	\$291.64	\$291.64
(XR150DL-G) XR150D, 350 GRAY ENCLOSURE				
DMP	712-8	8	\$46.12	\$368.96
(712-8) EIGHT POINT ZONE EXPANDER, NO ENCLOSURE, 3-HOLE MOUN				
Ultra Tech	IM-1272F1	2	\$13.12	\$26.24
12V, 7.0 Ah SLA Battery, F1 Terminal				
ADI	12180	1	\$36.08	\$36.08
ULTRATECH 12V 18AH SLA BATTERY F2				
DMP	263LTE-V/381-2	1	\$199.40	\$199.40
Verizon LTE Cell Communicator w/ 381-2 Cable, XT/XR Series				
DMP	7060-W	3	\$104.82	\$314.46
Green LCD, Shortcut Keys, White Keypad				
DMP	738A	2	\$47.36	\$94.72
Ademco Interface Module allows interface to up to 32 zones o				

Misc / Conduit Schedule

Categories	Qty	Unit	Price
Misc Materials			\$363.64

2 Purchase Investment Summary:

Total: \$6,355.14

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: david.vandegrift@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

SAN BERNARDINO COUNTY PROBATION DEPARTMENT

Company

Trade, partnership or corporate name if different from above.

21803 Cactus Avenue, Suite A

175 W 5TH ST FL 4

Riverside CA92518

SAN BERNARDINO CA 92415

Address

Address

David Vandegrift, Executive Security Consultant

Name & Title

Account Representative Name & Title

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management

Authorized Signature

Date

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management Signature Date

Prepared For:

SAN BERNARDINO COUNTY PROBATION_Victorville_Bonanza Rd_Intrusion Alarm System Upgrade

SAN BERNARDINO COUNTY PROBATION DEPARTMENT
175 W 5TH ST FL 4
SAN BERNARDINO, CA , 92415

Prepared By:

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Vandegrift
Executive Security Consultant
(951) 274-4338
david.vandegrift@securitas.com

Project Site:

SAN BERNARDINO COUNTY PROBATION DEPARTMENT
15345 BONANZA RD
VICTORVILLE, CA, 92392

ALARM SYSTEM UPGRADE

Securitas to upgrade the existing intrusion alarm system as follows.

- Install (1) new DMP intrusion alarm system control panel, configured to transmit signals to the Securitas monitoring center via the internet using a customer-provided network connection as primary, with built-in cellular transmitter as a secondary-back-up communication channel. This new DMP control panel will replace the existing installed Honeywell alarm control panel.
- Install four new DMP system keypads configured for alarm system arm/disarm control; replacing existing Honeywell alarm keypads.
- Utilize existing installed alarm system field devices (motion detectors, door contacts), and existing installed system cabling.

Securitas to Install:

- (1) DMP model XR150 intrusion alarm control panel with internet and cellular communicator, replacing existing Honeywell Vista50 control panel.
- (4) DMP intrusion alarm keypads (replacing existing Honeywell keypads)

Existing alarm zoning will remain unchanged.

The new system will be configured with one alarm partition, matching the existing system configuration.

The new DMP control panel will accommodate up to 10,000 individual alarm system user codes

Note: Alarm system monitoring / services will be provided for on a separate contract.

General Notes / Exclusions

1. Securitas to utilize existing installed system motion and door alarm sensors and cabling as referenced above. Any required repairs to existing system components that are to be re-used to be handled on a change order basis (none anticipated)
2. Customer to provide 110-volt power connection at the new DMP intrusion system control panel.
3. Customer to provide network port with internet connectivity at the new DMP intrusion alarm panel, for transmission of alarm signals to the Securitas monitoring center. Note: the system will be configured with hardwired internet as the primary alarm communication pathway with cellular as the back-up communication pathway.
4. Engineered submittal drawings and as-built drawings for the intrusion system are not included in Securitas work scope.
5. Securitas to pay Prevailing Wage labor rates. We understand that Union Labor is not required.
6. We understand that project bonds are not required for this project.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
DMP (XR150DL-G) XR150D, 350 GRAY ENCLOSURE	XR150DL-G	1	\$291.64	\$291.64
DMP (712-8) EIGHT POINT ZONE EXPANDER, NO ENCLOSURE, 3-HOLE MOUN	712-8	2	\$46.12	\$92.24
Ultra Tech 12V, 7.0 Ah SLA Battery, F1 Terminal	IM-1272F1	1	\$13.12	\$13.12
DMP Verizon LTE Cell Communicator w/ 381-2 Cable, XT/XR Series	263LTE-V/381-2	1	\$199.40	\$199.40
DMP Green LCD, Shortcut Keys, White Keypad	7060-W	4	\$104.82	\$419.28

2 Purchase Investment Summary:

Total: \$3,200.68

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: david.vandegrift@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

SAN BERNARDINO COUNTY PROBATION DEPARTMENT

Company

Trade, partnership or corporate name if different from above.

21803 Cactus Avenue, Suite A

175 W 5TH ST FL 4

Riverside CA92518

SAN BERNARDINO CA 92415

Address

Address

David Vandegrift, Executive Security Consultant

Name & Title

Account Representative Name & Title

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management

Authorized Signature

Date

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management Signature Date

Prepared For:

SAN BERNARDINO COUNTY PROBATION - SAN BERNARDINO, CA - 401 N Arrowhead_Intrusion Alarm
System Upgrade

SAN BERNARDINO COUNTY PROBATION DEPARTMENT
175 W 5TH ST FL 4
SAN BERNARDINO, CA , 92415

Prepared By:
Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Vandegrift
Executive Security Consultant
(951) 274-4338
david.vandegrift@securitas.com

Project Site:
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
401 N ARROWHEAD AVE
SAN BERNARDINO, CA, 92415



**Vendor Sourcewell/NJPA Contract #030421-SCS
San Bernardino County Sourcewell/NJPA Membership #54347**

ALARM SYSTEM UPGRADE

Securitas to upgrade the existing intrusion alarm system as follows.

- Install (1) new DMP intrusion alarm system control panel, configured to transmit signals to the Securitas monitoring center via the internet using a customer-provided network connection as primary, with built-in cellular transmitter as a secondary-back-up communication channel. This new DMP control panel will replace the existing installed First Alert (Honeywell) control panel.
- Install four new DMP system keypads configured for alarm system arm/disarm control; replacing existing First Alert keypads.
- Utilize existing installed alarm system field devices (motion detectors, door contacts), and existing installed system cabling.

Securitas to Install:

- (1) DMP model XR150 intrusion alarm control panel with internet and cellular communicator, replacing existing older First Alert control panel.
- (4) DMP intrusion alarm keypads (replacing existing First Alert keypads)
- (6) DMP wireless motion alarm sensors (replace existing devices)
- (10) DMP wireless alarm transmitters (replace existing transmitters at existing door alarm contact locations)

Existing alarm zoning will remain unchanged.

The new system will be configured with one alarm partition, matching the existing system configuration.

The new DMP control panel will accommodate up to the 10,000 individual alarm system user codes

Note: Alarm system monitoring / services will be provided for on a separate contract.

General Notes / Exclusions

1. Securitas to utilize existing installed system alarm sensors and cabling as referenced above. Any required repairs to existing system components that are to be re-used to be handled on a change order basis (none anticipated)
2. Customer to provide 110-volt power connection at the new DMP intrusion system control panel.
3. Customer to provide network port with internet connectivity at the new DMP intrusion alarm panel, for transmission of alarm signals to the Securitas monitoring center. Note: the system will be configured with hardwired internet as the primary alarm communication pathway with cellular as the back-up communication pathway.
4. Engineered submittal drawings and as-built drawings for the intrusion system are not included in Securitas work scope.
5. Securitas to pay Prevailing Wage labor rates. We understand that Union Labor is not required.
6. We understand that project bonds are not required for this project.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
DMP (XR150DL-G) XR150D, 350 GRAY ENCLOSURE	XR150DL-G	1	\$291.64	\$291.64
Ultra Tech 12V, 7.0 Ah SLA Battery, F1 Terminal	IM-1272F1	1	\$13.12	\$13.12
DMP Verizon LTE Cell Communicator w/ 381-2 Cable, XT/XR Series	263LTE-V/381-2	1	\$199.40	\$199.40
DMP Green LCD, Shortcut Keys, White Keypad	7060-W	4	\$104.82	\$419.28
DMP High Power Wireless Receiver for XR Series Panels	1100XH-W	1	\$116.51	\$116.51
DMP (1103-W) UNIVERSAL WLS TRNSMTR,EXTERNAL CONTACTS ONLY	1103-W	10	\$60.57	\$605.70
DMP Wireless PIR, 40X40, Pet Immunity, White	1122	6	\$58.86	\$353.16

2 Purchase Investment Summary:

Total: \$5,586.31

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: david.vandegrift@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

SAN BERNARDINO COUNTY PROBATION DEPARTMENT

Company

Trade, partnership or corporate name if different from above.

21803 Cactus Avenue, Suite A

175 W 5TH ST FL 4

Riverside CA92518

SAN BERNARDINO CA 92415

Address

Address

David Vandegrift, Executive Security Consultant

Name & Title

Account Representative Name & Title

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management

Authorized Signature

Date

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management Signature Date

Prepared For:

SAN BERNARDINO COUNTY PROBATION_RANCHO CUCAMONGA - Intrusion Alarm System Upgrade

SAN BERNARDINO COUNTY PROBATION DEPARTMENT
175 W 5TH ST FL 4
SAN BERNARDINO, CA , 92415

Prepared By:

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Vandegrift
Executive Security Consultant
(951) 274-4338
david.vandegrift@securitas.com

Project Site:

SAN BERNARDINO COUNTY PROBATION DEPARTMENT
9478 ETIWANDA AVE BLDG 1
RANCHO CUCAMONGA, CA, 91739

THIS AGREEMENT IS FOR INSTALLATION WORK ONLY.

ALARM SYSTEM MONITORING AND SERVICES ARE TO BE PROVIDED FOR ON A SEPARATE AGREEMENT

EVIDENCE LOCKER AND RIFLE STORAGE ROOMS / SECURITY ALARM SYSTEM UPGRADE

Securitas to upgrade the existing intrusion alarm system installed at the Evidence Locker & Rifle Storage Rooms as follows.

- Install (1) new DMP intrusion alarm system control panel, configured to transmit signals to the Securitas monitoring center via the internet using a customer-provided network connection as primary, with built-in cellular transmitter as a secondary-back-up communication channel. This new DMP control panel will replace the existing installed Sonitrol alarm control panel installed in H2.
- Install one new DMP system keypad configured for alarm system arm/disarm control; replacing existing Sonitrol alarm keypad adjacent to the control panel.
- Install two new motion alarm sensors; replacing existing Sonitrol audio alarm sensors (1 in H2 & 1 in H3)
- Utilize existing installed door contacts (H2 double door and H3 single door), and existing installed system cabling and conduit.

Securitas to Install:

- (1) DMP model XR150 intrusion alarm control panel with internet and cellular communicator, replacing existing Sonitrol control panel.
- (1) DMP intrusion alarm keypad (replacing existing Sonitrol keypad)
- (2) DMP motion alarm sensors

Existing alarm zoning will remain unchanged.

The new system will be configured with two alarm partitions (H2 and H3), matching the existing system configuration.

The new DMP control panel will accommodate up to the 10,000 individual alarm system user codes

ARMORY STORAGE ROOM AND STORAGE CAGE AREA / NEW MONITORED SECURITY ALARM SYSTEM

Securitas to install a new intrusion alarm system configured to provide protection at the armory storage room and the storage cage area directly outside of the armory storage room.

- Install (1) new DMP intrusion alarm system control panel, configured to transmit signals to the Securitas monitoring center via the internet using a customer-provided network connection as primary, with built-in cellular transmitter as a secondary-back-up communication channel.
- Install one two new DMP system keypads configured for alarm system arm/disarm control; one keypad to be located by the cage entry door, and the other keypad will be inside the armory storage room adjacent to the alarm control panel.

- Install three new motion alarm sensors; two motion detectors in the storage cage area at two entry points and one motion detector inside the armory storage room.
- Install three alarm contacts; at two cage entry doors and one armory storage room door
- New system cabling to be concealed in the above ceiling space, where possible, and protected in surface-mounted emt conduit when surface mount cable method is required.

Securitas to Install:

- (1) DMP model XR150 intrusion alarm control panel with internet and cellular communicator (wall mounted inside the armory storage room)
- (2) DMP intrusion alarm keypad
- (3) DMP motion alarm sensor
- (3) Surface-mount door alarm contact
- (1) Indoor alarm siren

The new system will be configured with two alarm partitions (armory storage room / secure cage area).

The new DMP control panel will accommodate up the 10,000 individual alarm system user codes

“STOR 518” STORAGE ROOM / NEW MONITORED SECURITY ALARM SYSTEM

Securitas to install a new intrusion alarm system configured to provide protection at the STORE 518 storage room.

- Install (1) new DMP intrusion alarm system control panel, configured to transmit signals to the Securitas monitoring center via the internet using a customer-provided network connection as primary, with built-in cellular transmitter as a secondary-back-up communication channel.
- Install one new DMP system keypad configured for alarm system arm/disarm control; located adjacent to the control panel.
- Install one new motion alarm sensor
- Install one new door contact
- New system cabling to be protected in surface-mounted emt conduit

Securitas to Install:

- (1) DMP model XR150 intrusion alarm control panel with internet and cellular communicator (wall mounted inside the STOR 518 storage room)
- (1) DMP intrusion alarm keypad
- (1) DMP motion alarm sensor
- (1) Surface-mount door alarm contact
- (1) Indoor alarm siren

The new system will be configured with one alarm partition.

The new DMP control panel will accommodate up the 10,000 individual alarm system user codes

General Notes / Exclusions

1. Securitas to utilize existing installed system door alarm sensors and cabling at the evidence locker and rifle storage rooms as referenced above. Any required repairs to existing system components that are to be re-used to be handled on a change order basis (none anticipated)
2. Customer to provide 110-volt power connection at the new DMP intrusion system control panels.
3. Customer to provide network port with internet connectivity at the new DMP intrusion alarm panels, for transmission of alarm signals to the Securitas monitoring center. Note: the systems will be configured with hardwired internet as the primary alarm communication pathway with cellular as the back-up communication pathway.
4. Engineered submittal drawings and as-built drawings for the intrusion systems are not included in Securitas work scope.
5. Securitas to pay Prevailing Wage labor rates. We understand that Union Labor is not required.
6. We understand that project bonds are not required for this project.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
DMP	XR150DL-G	3	\$274.80	\$824.40
(XR150DL-G) XR150D, 350 GRAY ENCLOSURE				
Ultra Tech	IM-1272F1	3	\$16.08	\$48.24
12V, 7.0 Ah SLA Battery, F1 Terminal				
DMP	263LTE-V/381-2	3	\$176.61	\$529.83
Verizon LTE Cell Communicator w/ 381-2 Cable, XT/XR Series				
DMP	386	3	\$5.66	\$16.98
ANTENNA MOUNT BRACKET				
DMP	381-25	3	\$48.41	\$145.23
381-25 SMA EXTENSION CABLE				
DMP	7060-W	4	\$98.77	\$395.08
Green LCD, Shortcut Keys, White Keypad				
Optex	MX-40PI	6	\$42.53	\$255.18
40 X 40 Dual-Tec with Pet Immunity				
GRI	4400AB	4	\$35.88	\$143.52
OVRHD IND STL DR SWT BI W/HSEC				
Potter	SSX-52	2	\$54.89	\$109.78
WARBLE SIREN INDOOR OUTDOOR				

Misc / Conduit Schedule

Categories	Qty	Unit	Price
CONDUIT			\$681.82
MISC MATERIALS			\$272.73

2 Purchase Investment Summary:

Total: \$7,855.29

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

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175 W 5TH ST FL 4

Riverside CA92518

SAN BERNARDINO CA 92415

Address

Address

David Vandegrift, Executive Security Consultant

Name & Title

Account Representative Name & Title

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management

Authorized Signature

Date

See Section 24(b) of the Master Services Agreement and signature to the Master Services Agreement.

Securitas Technology Corporation Management Signature Date