AMENDMENT

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND REDWOOD CITY ALARMS

THIS FIRST AMENDMENT is made and entered into this 3/23/2021, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and REDWOOD CITY ALARMS, hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section 4. COMPENSATION AND PAYMENT of Agreement No. 3172, (“Agreement”), Section 4. COMPENSATION AND PAYMENT [amendment to section] to read as follows:

   “A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $13,857.62 as described in Exhibit "A, A-1, A-2," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 3172 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Christopher Cicero

3/22/2021

FOR CITY OF MENLO PARK:

Nicole H. Nagaya, Public Works Director

3/23/2021

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

3/23/2021

ATTEST:

Judi A. Herren, City Clerk

3/24/2021
REDWOOD CITY ALARMS  
P.O. Box 1353, Redwood City, CA 94064  
(650) 362-4841

Passcode:

CALL LIST

1. PRIMARY RESPONDER DISCLOSURE: Subscriber understands that a (1) 911 center, (2) public safety answering point, or (3) communications center, (collectively referred to herein as "PUBLIC RESPONDERS"), may be designated as the primary responder. Subscriber assumes all liability should one of these three not be selected as the primary responder.

2. Upon REDWOOD CITY ALARMS (hereinafter referred to as "RCA" or "ALARM COMPANY") receiving an emergency alarm from the Subscriber’s system, Subscriber hereby directs RCA to contact these responders in this specific order:
   Subscriber may select any individual he or she designates, or any PUBLIC RESPONDERS in the Jurisdiction from which alarm is received.

<table>
<thead>
<tr>
<th>Name</th>
<th>Responder Contact List</th>
<th>Telephone Number</th>
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</thead>
<tbody>
<tr>
<td>First &amp; Primary Contact:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Julio Martell</td>
<td></td>
<td>650-330-6798</td>
</tr>
<tr>
<td>2. Corporation Yard (main line)</td>
<td></td>
<td>650-330-6780</td>
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<td>3.</td>
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<td>4.</td>
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3. Upon RCA receiving an emergency alarm from the Subscriber, Subscriber □ DOES □ DOES NOT direct RCA to attempt to contact Subscriber first before contacting any responders.

4. Subscriber agrees that should any PUBLIC RESPONDERS not be designated as the primary responder, then the Subscriber’s PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Should RCA receive a customer’s alarm and is not able to solicit a verbal response from the Subscriber, Subscriber □ DOES □ DOES NOT wish to have a PUBLIC RESPONDERS contacted before RCA contacts the customer’s responders as specifically designated above.

6. RCA hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer’s alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDERS, RCA shall attempt to notify the rest of the Subscriber’s responders list in the order provided by Subscriber. Unless otherwise provided in the list RCA will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with RCA’s notification obligation. Subscriber may provide RCA with a set of directives for voice to voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber’s alarm services.

__________________________  ____________________________
Date                                      Subscriber’s Signature
3A. INSTALLATION, LEASE AND SERVICE CHARGES

RCA for all parts and labor at time of service. Service by anyone other than RCA is not permitted. Subscriber to initial for per call service option.

3B. INSTALLATION OF THE LEASED EQUIPMENT AND $                    PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 3(a) - (i) ABOVE.

3A. INSTALLATION, LEASE AND SERVICE CHARGES

1. SECURITY SYSTEM IS LEASED AND REMAINS PERSONAL PROPERTY OF RCA. RCA shall lease, instruct Subscriber in the proper use of the security system, install and service on the premises of the subscriber, located at

100 Terminal Building A

herein, including all necessary devices and equipment, for the duration of this agreement, with the understanding that the entire system, including all software, apparatus, equipment, instruments, and wire installed or connected with the security system is and shall always remain the sole personal property of RCA and shall not be considered a fixture or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by RCA. Software programmed by RCA is the intellectual property of RCA and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Subscriber acknowledges that RCA has offered additional and more sophisticated equipment at a higher lease and service charge. (See attached Schedule of Installation, Equipment and Services.) RCA’s signs and decals remain the property of RCA and must be removed upon termination of this agreement.

2. DESCRIPTION OF EQUIPMENT AND SERVICES

Agreed Value of Installed Leased Equipment $  2,000

Check Services Provided:
☒ Central Station Monitoring ☒ Service ☐ Inspection ☐ Remote Subscriber Access/Cameras ☐ Access Control Administration
☒ Alarm Signal Verification ☐ Guard Response ☐ Self-Monitoring ☐ Other: (See Attached Schedule of Equipment and Services.)

3A. INSTALLATION, LEASE AND SERVICE CHARGES

(a) FOR INSTALLATION AND LEASE OF THE EQUIPMENT

Subscriber agrees to pay RCA the sum of $ 1502.86 for the installation of the leased equipment upon execution of this agreement and the sum of $ 1502.86 per month for the lease of the equipment provided by RCA for the term of this agreement.

(b) FOR CENTRAL STATION MONITORING CHARGES

☐ (i) The sum of $                  payable in advance for the installation and programming of the software and communication devices if not already installed.
☒ (ii) The sum of $50.00           per month for the monitoring of the Security System for the term of this agreement.

(c) SERVICE (Select (i) or (ii))

☒ (i) Subscriber agrees to pay RCA on a per call basis. If this agreement provides service on a per call basis, Subscriber agrees to pay RCA for all paid and labor at time of service. Service by anyone other than RCA is not permitted.

☐ (ii) Subscriber agrees to pay RCA for service of the security equipment the sum of $                  per month for service of the equipment for the term of this agreement.

(d) INSPECTION AND TESTING

Subscriber agrees to pay RCA $                  per month for the term of this agreement for inspection service. If this option is selected RCA will make inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified the inspection will comply with UL requirements. RCA will notify Subscriber 3 days in advance of inspection date. It is Subscriber’s responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which RCA has no responsibility or liability.

(e) ALARM SIGNAL VERIFICATION

Subscriber agrees to pay RCA the sum of $                  per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, RCA or its designated central station shall verify the alarm signal by electronic telephone communication, video verification or such other verification service deemed appropriate by RCA or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(f) REMOTE SUBSCRIBER ACCESS / FOR VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING

Subscriber agrees to pay RCA the sum of $                  per month for the term of this agreement. Select remote access / video / audio services to be provided:
☐ Recording Device ☐ Central Station Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber’s Smart Phone ☐ Self-Monitoring ☐ Audio
☐ Other (describe):

(g) FOR ACCESS CONTROL ADMINISTRATION SERVICES

Subscriber agrees to pay RCA the sum of $                  per month for the term of this agreement. Administrative services to be provided:
☐ Remote Access Administration ☐ On-Line Administration ☐ Data Storage ☐ Data Backup

(h) SELF-MONITORING

Subscriber agrees to pay RCA the sum of $                  per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber’s alarm system to Subscriber’s Internet or Cellular connected device. Unless Subscriber has selected Central Station Monitoring, signals from Subscriber’s security system will not be monitored by and no signals will be received by any professional central station.

(i) FOR GUARD RESPONSE / RUNNER SERVICE

Subscriber agrees to pay RCA the sum of (select payment method) $                  per month for the term of this agreement (or $                  plus tax, payable per guard response).

3B. IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 3(a) - (i) ABOVE, SUBSCRIBER SHALL PAY $ 1502.86 FOR THE INSTALLATION OF THE LEASED EQUIPMENT AND $ 1502.86 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 3(a) - (i) above.

4. TERM OF AGREEMENT / RENEWAL

This term of the agreement shall be for a period of ten years and shall automatically renew each month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof RCA shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. RCA may invoice Subscriber in advance monthly, quarterly, or annually at RCA’s option. Unless otherwise specified herein, all recurring charges for 3(a)(i) and 3B services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.
5. SUBSCRIBER'S CARE OF EQUIPMENT / REPAIRS AND ADDITIONS
Subscriber agrees not to tamper with, remove or otherwise interfere with the security system. The equipment shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized individuals. Unauthorized modifications, lightening, damage or other similar damage, in which event repair or replacement shall be made by RCA at此种市的 additional charge. RCA may, without prior notice, suspend or terminate its services in event of Subscriber’s default in performance of this agreement. Batteries, electricity, damages, liquid damage, obsoleter components and components exceeding manufacturer’s useful life are not included in service and will be repaired or replaced at Subscriber’s expense.

6. WIRELESS AND INTERNET ACCESS CAPABILITIES
Subscriber is responsible for supplying high-speed Internet access and/or wireless services if needed. RCA or its designee does not provide Internet connection, wireless access or communication pathways, computer, phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments pursuant to the terms of this agreement, RCA will authorize Subscriber’s access to the Internet or the Internet service which is compatible with RCA’s services at Subscriber’s premises. Subscriber’s data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber’s authorization or by legal process. Internet access is not provided by RCA and RCA has no responsibility for such access or IP address service. RCA shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided RCA will maintain the data base for the operation of the Access Control System. Subscriber will advise RCA of all change in position and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information shall be used lawfully as herein designated by RCA.

7. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION
If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber’s computer network. If data storage or backup is a selected service, RCA or its designee shall store and/or backup data received from Subscriber’s system for a period of one year. RCA shall have no liability for data corruption or inability to retrieve data even if caused by RCA’s negligence. Subscriber’s data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber’s authorization or by legal process. RCA shall have no liability for data corruption or inability to retrieve data even if caused by RCA’s negligence.

8. CENTRAL STATION MONITORING SERVICES
Upon receipt of an alarm signal, video or audio transmission, from Subscriber’s security system, RCA or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] in accordance with paragraph 3(c)(ii) (h) on of this agreement. RCA or its designee shall have no responsibility to notify anyone other than Subscriber for any reason whatsoever. If notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized individuals, shall be the exclusive owner of such property. All Subscriber information shall be maintained confidentially by RCA.

9. REPAIR SERVICE
Repair service pursuant to paragraph 3(c)(ii) includes all parts and labor, and RCA shall service upon Subscriber’s request the security system installed in Subscriber’s premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs required because of reason or alteration of the premises upon removal of the security system and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system and/or remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which RCA has no control. The Subscriber is responsible for monitoring the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL
RCA or its designee shall have remote Internet access to the Subscriber’s designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer, computer network and Internet access.

11. CENTRAL STATION MONITORING SERVICES
Subscriber agrees not to tamper with, remove or otherwise interfere with the security system. The equipment shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized individuals. Unauthorized modifications, lightening, damage or other similar damage, in which event repair or replacement shall be made by RCA at此种市的 additional charge. RCA may, without prior notice, suspend or terminate its services in event of Subscriber’s default in performance of this agreement. Batteries, electricity, damages, liquid damage, obsoleter components and components exceeding manufacturer’s useful life are not included in service and will be repaired or replaced at Subscriber’s expense.

12. WIRELESS AND INTERNET ACCESS CAPABILITIES
Subscriber is responsible for supplying high-speed Internet access and/or wireless services if needed. RCA or its designee does not provide Internet connection, wireless access or communication pathways, computer, phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments pursuant to the terms of this agreement, RCA will authorize Subscriber’s access to the Internet or the Internet service which is compatible with RCA’s services at Subscriber’s premises. Subscriber’s data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber’s authorization or by legal process. Internet access is not provided by RCA and RCA has no responsibility for such access or IP address service. RCA shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided RCA will maintain the data base for the operation of the Access Control System. Subscriber will advise RCA of all change in position and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information shall be used lawfully as herein designated by RCA.

13. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION
If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber’s computer network. If data storage or backup is a selected service, RCA or its designee shall store and/or backup data received from Subscriber’s system for a period of one year. RCA shall have no liability for data corruption or inability to retrieve data even if caused by RCA’s negligence. Subscriber’s data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber’s authorization or by legal process. Internet access is not provided by RCA and RCA has no responsibility for such access or IP address service. RCA shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided RCA will maintain the data base for the operation of the Access Control System. Subscriber will advise RCA of all change in position and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information shall be used lawfully as herein designated by RCA.

14. SUBSCRIBER’S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE
Subscriber agrees to furnish, at Subscriber’s expense, all 110 Volt AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and P Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by RCA in its sole discretion and to notify RCA of any change in such service.
15. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL  RCA shall not be liable for any damage or loss sustained by Subscriber as a result of a delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including RCA's negligence or failure to perform any obligation. The estimated date of work to be substantially complete on this contract is __________ and a deviation in time and loss of the equipment or additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay RCA the sum of $1,000 per day for each breach of the estimated date of work. Work is re-scheduled or delayed by Subscriber through no fault of RCA on less than 24 hours notice. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of RCA, Subscriber agrees to pay an additional 5% of the installation charge, if any, upon installation. Subscriber assumes all risk of loss of material once delivered to the job site.

16. TESTING OF SECURITY SYSTEM  The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of RCA. Subscriber shall not be permitted to test such equipment without the written permission of RCA. Any damage to the security equipment incurred by Subscriber for such testing or in any way shall be repaired at Subscriber's expense. Service, if provided, is pursuant to paragraphs 3 and 9. RCA shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, RCA shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours from the time for repair is given. During the period of Saturday, Sunday, and public holidays, during the period of 9 a.m. and 5 p.m. Subscriber shall give RCA at least 24 hours notice. RCA shall be given the opportunity to inspect and advise RCA of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and RCA fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and public holidays, Subscriber shall be entitled to reject the security equipment in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating within the condition or operation of the security equipment as defined in this section. RCA agrees that to the extent Subscriber can prove that RCA is responsible for payments due while the security equipment remains inoperable, Subscriber's claim against RCA is limited to the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included under paragraphs 3 (c) (ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without RCA's written consent.

18. SUBSCRIBER TO INSURE SECURITY EQUIPMENT  Subscriber shall insure RCA's security equipment against fire and casualty and ASSUMES THE RISK OF LOSS OR DAMAGE FROM ANY CAUSE. Subscriber agrees to name RCA in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the security system. Notwithstanding the condition of Subscriber's premises, or RCA's impossibility of performance occasioned by condition of Subscriber's premises, Subscriber shall remain liable for monthly payments for the term of this agreement without offset or reduction.

19. INSURANCE OF RISK / ALLOCATION OF RISK  Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casually, fire, theft, and property damage under which Subscriber is named as insured and RCA is named as additional insured and which cover shall include but not be limited to defense, all risk insurable value or potential risk. Subscriber shall assume all potential risk and damage that may arise by failure of service, the system or RCA's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of the loss. RCA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by a first party or an insurance covering for such recovery or recovery against which Subscriber is named as an additional insured or otherwise. Those claiming rights under Subscriber waive all rights against RCA and its subcontractors for loss or damage caused by perils intended to be detected by RCA's security systems. Subscriber agrees to name RCA as Subscribers or others mentioned in the policy as additional insured.

20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS  Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnity and hold harmless RCA, its employees, agents and subcontractors, from and against all liability, claims, losses, damages, costs or expenses incurred by third-parties or arising from losses or losses and losses and alleged to be caused by RCA's negligence, failure or inability to perform or any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against RCA or RCA's subcontractors arising out of this agreement or the relation of the parties hereto.

21. REMOVAL OF SECURITY SYSTEM  Upon termination of this agreement RCA shall be remotely deleted and programming and allowed access to Subscriber's premises. If the security system is not caused by Subscriber, or if Subscriber is not responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the security system, Subscriber may not remove the security equipment or the component thereof from Subscriber's premises, or RCA's security equipment against fire and casualty and Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casually, fire, theft, and property damage under which Subscriber is named as insured and RCA is named as additional insured and which cover shall include but not be limited to defense, all risk insurable value or potential risk. Subscriber shall assume all potential risk and damage that may arise by failure of service, the system or RCA's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of the loss. RCA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by a first party or an insurance covering for such recovery or recovery against which Subscriber is named as an additional insured or otherwise. Those claiming rights under Subscriber waive all rights against RCA and its subcontractors for loss or damage caused by perils intended to be detected by RCA's security systems. Subscriber agrees to name RCA as Subscribers or others mentioned in the policy as additional insured.

22. EXCULPATORY CLAUSE  RCA and Subscriber agree that RCA is not an insurer and no insurance coverage is offered herein. The security equipment, system, and RCA's services are designed to detect and reduce certain risks of loss, though RCA does not guarantee that no loss or damage will occur. RCA and, therefore, Subscriber is not relieved of the duty of exercising due care with respect to any third party that may be liable to Subscriber. Subscriber shall not be liable for any act or omission of any third party or loss or damage resulting fromSubscriber's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent performance pursuant to this agreement.

23. LIMITATION OF LIABILITY  SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF RCA AS A RESULT OF RCA'S BREACH OF THIS CONTRACT, NEGLIGENCE, PERFORMANCE OR NON-PERFORMANCE OF ANY CONTRACT OR AS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, MAN EMERGENCY, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR N TORT, THAT RCA'S LIABILITY SHALL BE LIMITED TO THE SUM OF $250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHERSOEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE RCA'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL PAYMENT CONSONANT WITH RCA'S INCREASED LIABILITIES. SUCH LIMITATION SHALL NOT SUBSTANTIALLY CONSTITUTE INSURANCE OR LIABILITY PROVISION.

24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDER ARBITRATION  The parties agree that all disputes that may arise in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Any other action that Subscriber may have or bring against RCA in respect to other services rendered Subscriber agrees to pay an additional 5% of the installation charge, if any, upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Subscriber agrees to pay RCA the sum of $1,000 per day for each breach of the estimated date of work. Work is re-scheduled or delayed by Subscriber through no fault of RCA on less than 24 hours notice. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of RCA, Subscriber agrees to pay an additional 5% of the installation charge, if any, upon installation. Subscriber assumes all risk of loss of material once delivered to the job site.

25. ADDITIONAL PAYMENTS  In addition to the payments set forth herein, Subscriber agrees to be liable for and to pay to RCA any excise, sales, property, or other taxes levied by any federal, state, or local taxing authority, and any other fees required by hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement. Subscriber agrees to pay RCA for such service or material.

26. ALARMS, PERMITS, VIOLATIONS / FINE FEES / TITLES  Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse RCA for any fees or fines relating to permits or false alarms. RCA shall have no liability for permits, false alarms, false alarm fines, the manner in which police or fire department respond, or the refusal of a police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all maintenance provided herein. In the event Subscriber or any third party subpoeana or summons RCA requiring any services or appearances, Subscriber agrees to pay to RCA $50 per hour for such services and appearance fees. Subscriber shall reimburse RCA for any central station charges for excessive, run-away or false alarm signals.
27. RCA’S RIGHT TO SUBCONTRACT SPECIAL SERVICES. Subscriber agrees that RCA is authorized and permitted to subcontract any services to be provided by RCA to third parties who may be independent of RCA, and that RCA shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Subscriber appoints RCA to act as Subscriber’s agent with respect to such third parties, except that RCA shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to RCA’s disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of RCA.

28. NO WARRANTIES OR REPRESENTATIONS / SUBSCRIBER’S EXCLUSIVE REMEDY. RCA does not represent nor warrant that the security system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, Hold-up, fire or other cause, or that the security system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that RCA is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber’s premises or its contents. RCA has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber’s exclusive remedy for RCA’s default hereunder is to require RCA to repair or replace, at RCA’s option, any equipment or part of the security system which is non-operational.

29. MOLECULAR, OBSTRUCTIVE AND HAZARDOUS CONDITIONS. Subscriber shall notify RCA in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event RCA discovers the presence of suspected asbestos or other hazardous material, RCA shall stop all work immediately and notify Subscriber. It shall be Subscriber’s sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate RCA for any additional expenses caused by the delay but not less than $1000.00 per day until work can resume. If RCA, in its sole discretion, determines that continuing the work poses a risk to RCA or its employees or agents, RCA may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate RCA for all services rendered and material provided to date of termination. RCA shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall RCA be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

30. NON-SOLICITATION. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of RCA assigned by RCA to perform any service for or on behalf of Subscriber for a period of two years after RCA has completed providing service to Subscriber. In the event of Subscriber’s violation of this provision, in addition to injunctive relief, RCA shall recover from Subscriber an amount equal to such employee’s salary based upon the average three months preceding employee’s termination of employment with RCA, times twelve, together with RCA’s counsel and expert witness fees.

31. SECURITY INTEREST / COLLATERAL. To secure Subscriber’s obligations under this agreement Subscriber grants WFS a security interest in the security equipment installed by WFS and WFS is authorized to file a financing statement.

32. CREDIT INVESTIGATION. Subscriber and any guarantor authorizes RCA to conduct credit investigations from time to time to determine Subscriber’s and guarantor’s creditworthiness.

33. FULL AGREEMENT / SEVERABILITY. This agreement along with the Schedule of Installation, Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber’s reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

PROPOSITION 65 WARNING. Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT WHICH INCLUDES THE SCHEDULE OF INSTALLATION, EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS CONTRACT.

REDWOOD CITY ALARMS, INC.: [Signature]

SUBSCRIBER: [Signature]

City of Menlo Park

Name Must Be Printed - Use Full Business Name

By: 94-6000370

Signature By Authorized Officer Tax ID or EIN

Natalie Bonham

Print Name, Print Title Address

Subscriber’s Email Address: nabonham@menlopark.org

The undersigned personally guarantees Subscriber’s performance of this agreement and agrees to be bound by all terms as a party hereinafter.

Signature - Name must be printed below Social Security Number

Natalie Bonham

Print Name Residence Address
ACH RECURRING PAYMENT AND CREDIT CARD AUTHORIZATION FORM

Here’s How Recurring Payments Work:
You authorize regularly scheduled charges to your checking, savings account, or credit card. You will be charged the amount indicated below each billing period during the initial term of my agreement and all automatic renewal terms. The charge will appear on your bank statement as an "ACH Debit" or your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:
I, __________________________________________ authorize REDWOOD CITY ALARMS, INC. to charge my □ bank account or □ credit card indicated below on the 1st of each month for payment of my alarm monitoring, equipment lease and/or remote subscriber viewing in the amount of $ 58.00.

I understand there will be an additional $2.00 charge per (credit card) transaction and agree to have this included in addition to my monthly recurring payment.

Billing Address: __________________________________________

Email Address: nabonham@menlopark.org

Select payment method below:

☐ AUTOMATED ACH FROM BANK ACCOUNT PAYMENT:

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<tr>
<th>Account Type:</th>
<th>□ Checking</th>
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I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify REDWOOD CITY ALARMS, INC. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account, or charged to my credit card, on the above noted periodic transaction dates. In the case of a transaction being rejected for Non-Sufficient Funds (NSF), I understand that REDWOOD CITY ALARMS, INC. may at its discretion attempt to process the charge again within 30 days, and I agree to an additional $25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of recurring transactions to my account must comply with the provisions of U.S. Law. I agree not to dispute this recurring billing with my bank or credit card company so long as the transactions correspond to the terms indicated in this authorization form. I agree that an ACH or credit card denial will constitute a breach of my payment obligation in my agreement with REDWOOD CITY ALARMS, INC.

☐ AUTOMATED CREDIT CARD PAYMENT:

Credit Card #: ___________________________ Expiration Date: ______ Security Code: __________

☐ Mastercard  ☐ Visa  ☐ American Express

Cardholder’s Name (As it appears on credit card): ___________________________

SIGNATURE: ___________________________ DATE: ___________________________
AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND REDWOOD CITY ALARMS

THIS AGREEMENT made and entered into at Menlo Park, California, this 3/4/2021, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and REDWOOD CITY ALARMS, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Fire alarm permit at Belle Haven Community Center

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $10,962.76 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Nicole H. Nagaya
Public Works Department
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:
Christopher Cicero
Redwood City Alarms

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers’ compensation and employer’s liability insurance:

   The FIRST PARTY shall have in effect during the entire life of this agreement workers’ compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:

   The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:

   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers’ compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," ‘Dispute Resolution’ attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of February 22, 2021 through June 30, 2021 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

[Signature]

Christopher Cicero

Printed name

[Tax ID#]

Date

President

Title

APPROVED AS TO FORM:

[Signature]

Cara E. Silver

Cara E. Silver, Interim City Attorney

FOR CITY OF MENLO PARK:

[Signature]

Nicole H. Nagaya

Nicole H. Nagaya, Public Works Director

ATTEST:

[Signature]

Judi A. Herren, City Clerk

Date
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee of $10,962.76 as described in Exhibit "A," Scope of Services. All payments, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Public Works Director.
A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount.

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.
B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
REDWOOD CITY ALARMS

P.O. Box 1353
Redwood City, CA 94064
Phone: (650) 362-4841
www.redwoodcityalarms.com

Estimate

<table>
<thead>
<tr>
<th>DATE</th>
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<tbody>
<tr>
<td>2/24/2021</td>
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</tbody>
</table>

TO
Chuck Adams
RE: 430-20 Kelly Park Mobil trailer
100 Terminal Ave.
Menlo Park, CA, 94025

DESCRIPTION OF WORK
Provide engineered drawings and submit for fire alarm permit
Install and program fire alarm / sprinkler supervisory system
Install (1) mesh network radio
Provide pre-test and final inspection

<table>
<thead>
<tr>
<th>ITEMIZED COSTS (Material, Tax and Installation)</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FireLite (5 Zone) Conventional Panel</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>Manual Pull Station - Conventional w/key</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiring to water flow switch</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiring to Tamper switch</td>
<td>1</td>
<td></td>
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<tr>
<td>7AH Battery</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Smoke Detector</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall-Mount Horn/Strobe</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall Mounted Strobe</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>AES Mesh Network Radio (lease)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Alarm Document Box</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>Permit Allowance</td>
<td></td>
<td></td>
<td>1,400.00</td>
</tr>
<tr>
<td>24 Months of Monitoring / semi annual inspections / radio lease</td>
<td></td>
<td></td>
<td>3,000.00</td>
</tr>
<tr>
<td>Additional months of services will be billed at $125.00 per month</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Thank you for your business!

| TOTAL AMOUNT | $ 10,962.76 |

Exclusions:
Exterior bell (provided by others)
Underground raceway to sprinkler shut off (PIV, OS&Y or other Tamper valves)
Tamper Switches (provided by others)
Waterflow Switches (provided by others)
### SIGNAL AND ZONE CONFIRMATION

Alarm system will communicate the following signals:

- Fire
- Burglary
- Panic
- PERS
- CO
- Water Flow
- Temperature
- Test
- Trouble
- Communication Failure
- Power Failure

Communication By:
- POTS
- Digital
- Radio
- Cellular
- Internet
- VoIP

Zones: REDWOOD CITY ALARMS, INC. (hereinafter referred to as “RCA” or “ALARM COMPANY”) has programmed and tested each of the following zones:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>1</td>
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<td>19</td>
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<td>10</td>
<td>15</td>
<td>20</td>
</tr>
</tbody>
</table>

1. PRIMARY RESPONDER DISCLOSURE: Subscriber understands that a (1) 911 center, (2) public safety answering point, or (3) communications center, (Collectively referred to herein as “PUBLIC RESPONDERS”), may be designated as the primary responder. Subscriber assumes all liability should one of these three not be selected as the Primary responder.

2. Upon RCA receiving an emergency alarm from the Subscriber’s system, Subscriber hereby directs RCA to contact these responders in this specific order:

### AUTHORIZED INDIVIDUALS TO BE NOTIFIED

(Individuals to be notified in the event of an alarm condition.)

Subscriber may select any individual he or she designates, or any PUBLIC RESPONDER in the Jurisdiction from which alarm is received.

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>First &amp; Primary Contact:</td>
<td></td>
</tr>
<tr>
<td>1. PUBLIC RESPONDER</td>
<td></td>
</tr>
<tr>
<td>2. Julio Martell</td>
<td>650-330-6798</td>
</tr>
<tr>
<td>3. Corporation Yard (main line)</td>
<td>650-330-6780</td>
</tr>
</tbody>
</table>

3. RCA dispatches to PUBLIC RESPONDER upon receipt of a fire alarm and will then call those on the list in order of priority. Initial here if you do not want RCA to call Subscriber on fire alarm __________.

4. Subscriber agrees that should any PUBLIC RESPONDER not be designated as the primary responder, then the Subscriber’s PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Some jurisdictions require telephone call or other method of verification before dispatching PUBLIC RESPONDERS. Initial here if Subscriber does not want PUBLIC RESPONDER called unless the alarm signal has been verified as reporting an emergency event __________. Note that this does not apply to fire or carbon monoxide alarms and PUBLIC RESPONDERS will be dispatched without prior verification of the alarm signal.

6. RCA hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer’s alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDER, RCA shall attempt to notify others on the Subscriber’s list in the order provided by Subscriber. Unless otherwise provided in the list RCA will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with RCA’s notification obligation. Subscriber may provide RCA with a set of directives for voice to voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber’s alarm services.
REWOOD CITY ALARMS, INC.
P.O. Box 1353
Redwood City, CA 94064
(650) 362-4841

STANDARD FIRE ALARM AGREEMENT

Subscriber's Name: Natalie Bonham
Address: 701 Laurel Street Menlo Park, Ca 94025

Email: habonham@menlopark.org

Tel No.: 650-330-2216

SALE AND INSTALLATION

REWOOD CITY ALARMS, INC. (hereinafter referred to as “RCA” or “ALARMS COMPANY”) agrees to sell, install, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber’s premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: See attached Schedule of Equipment and Services for included equipment, sale and installation charges. Passcode to software remains the property of RCA. Software programmed by RCA is the intellectual property of RCA and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. RCA’s rights and duties are to be terminated or have terminated or that the fire alarm system is not functioning and RCA is unable to provide monitoring or the fire alarm system is otherwise non-compliant with applicable fire codes.

SERVICE AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

1. MONITORING CHARGES: Subscriber agrees to pay RCA the sum of $30.00 per month for the monitoring of the FIRE ALARM system for the term of this agreement.

2. SERVICE CHARGES: (Select a or b) (a) Subscriber agrees to pay RCA on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay RCA for all parts and labor at the time of service. Subscriber to initial for per call service option:

(b) Subscriber agrees to pay RCA the sum of $ per month, for the term of this agreement for labor and material to service the fire alarm system caused by ordinary wear and tear. Batteries, electrical surges, lightning damage, water, insects, vermin, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer’s useful life are not included in service and will be repaired or replaced at Subscriber’s expense payable at time of service.

3. INSPECTIONS: SYSTEMS TO BE INSPECTED: Fire Alarm Area of Refuge In-Building Wireless Communication Subscriber agrees to pay RCA the sum of $35.00 per month for the term of this agreement, for inspection service. If this option is selected RCA will make 2 inspections of the fire alarm system per year. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged $125.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. RCA will notify Subscriber 3 days in advance of inspection date, and it is Subscriber’s responsibility to reschedule or permit access. Testing in inspection that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which RCA has no responsibility or liability.

4. CENTRAL STATION CERTIFICATE: Subscriber agrees to pay RCA the sum of $30.00 per month for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected RCA will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay RCA for any inspections or required changes at RCA then prevailing rates.

5. RUNNER SERVICE: Subscriber agrees to pay RCA the sum of $20.00 per month for the term of this agreement, for UL Runner Response Service for up to 1 Runs per year. If this option is selected RCA’s Runner upon notification from central station of any alarm, supervisory or trouble signals, to the best of RCA’s ability will respond to Subscriber’s location within one hour for alarm and supervisory signals and four hours for trouble signals. Subscriber agrees to issue RCA 2 sets of keys necessary for RCA to enter all locked areas of Subscriber’s location. Subscriber agrees to pay RCA for any additional Runs at RCA’s then prevailing labor rate. Subscriber agrees that Runner Service is for response only and does not cover any work or repairs once RCA is on site.

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 1-5 ABOVE, SUBSCRIBER SHALL PAY $125.00 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 1-5.

6. MONITORING SERVICES PROVIDED: Upon receipt of a fire alarm signal from Subscriber’s fire alarm system, RCA or its designee central station shall make every reasonable effort to notify the first person or most recent contact as appears on the data provided by the communicating equipment. Subscriber acknowledges that signals transmitted by Subscriber’s premises directly to fire departments are not monitored by personnel of RCA or its central station and RCA does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of RCA and are not maintained by RCA except RCA may own the radio network and RCA shall not be responsible for any failure which prevents transmission of signals or data from the central station or damages arising therefrom, or for any data corruption, theft or viruses to Subscriber’s computers if connected to the central station.

Subscriber agrees to pay $120.00 for each service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber’s expense at RCA’s customary charges. RCA may, without prior notice, suspend or terminate its services in event of Subscriber’s default in performance of this agreement, no prior notice, suspsa agreement or in event central station’s facility or communication network is nonoperational or Subscriber’s system is sending excessive false alarms. central station is authorized to record and maintain all data, voice and alarm communication, and shall be the exclusive owner of such property. If AHJ requires a technician to be sent to Subscriber’s premises after a fire alarm is dispatched, or if Runner service exceeds maximum Runs per year, Subscriber agrees to pay $225.00 per call.
7. TERM OF AGREEMENT / RENEWALS:
The term of this agreement shall be for a period of 36 months. This agreement shall renew month to month thereafter under the same

8. INCREASES OF MONTHLY CHARGE:
After the expiration of one year from the date hereof RCA shall be permitted from time to time to increase the monthly charges by an

9. INSTALLATION / DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:
RCA shall not be liable for any damage or loss sustained by Subscriber as a result of delay in

10. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:
RCA shall not be liable for any damage or loss sustained by Subscriber as a result of delay in

11. SECURITY DEVICES / DUTY TO PROVIDE SUBSTITUTE EQUIPMENT:
RCA shall be required to provide a substitute equipment to a subscriber as per the agreement terms,

12. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:
Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, circuit breaker and dedicated electrical feed, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJI34 Block or equivalent, as deemed necessary by RCA.

13. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:
Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, litigation and settlement costs and attorneys' fees, incurred by RCA, its employees, independent contractors, agents, officers

14. INSURANCE:
Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and

15. LEGAL ACTION / ARBITRATION / SECURITY INTEREST / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:
The parties agree that in the event of any breach of this agreement by either party, the non-breaching party shall be entitled to

16. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCUSATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS:
Subscriber acknowledges that this agreement contains an exculpatory clause, indemnity, insurance, allocation of risk and limitation of liability provisions.
recover its reasonable legal fees from the other party. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by RCA against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST RCA ONLY IN SUBSCRIBER’S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES, WHETHER ARISING OUT OF OR ARISE OUT OF THIS AGREEMENT, INCLUDING ISSUES OF APPLICABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, UNDER ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED.

The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video or by submission of papers. By agreeing to this arbitration provision you are waiving your right to a jury trial, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party’s address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of California and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where RCA’s principal place of business is located or Nassau County, New York.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER’S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

20. RCA’S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that RCA is authorized and permitted to subcontract any services to be provided by RCA to third parties who may be independent of RCA, and that RCA shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints RCA to act as Subscriber’s agent with respect to such third parties, except that RCA shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to RCA’s disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of RCA.

21. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH: Subscriber agrees that RCA is authorized and permitted to subcontract any services to be provided by RCA to third parties who may be independent of RCA, and that RCA shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints RCA to act as Subscriber’s agent with respect to such third parties, except that RCA shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to RCA’s disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of RCA.

22. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber’s reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

REDWOOD CITY ALARMS, INC.: SUBSCRIBER: Natalie Bonham

By [Signature by Authorized Officer] [Signature by Authorized Officer]

Dated 2/25/2021 94-6000370 701 Laurel Street Menlo Park, Ca 94025

[Tax ID or EIN] [Address]

The undersigned personally guarantees Subscriber’s performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name must be printed below) Social Security Number Residence Address

Natalie Bonham
REDWOOD CITY ALARMS, INC.  
P.O. Box 1353  
Redwood City, CA, 96064  
(650) 362-4841  

SCHEDULE OF EQUIPMENT AND SERVICES

Purchase Price: $7,962.76  
Taxes: $Inc.  
Total: $7,962.76  
Down Payment: $3,962.76  
Balance due upon completion of installation: $4,000.00

Approximate date work to begin: 5/10/21  
Estimated date work to be substantially completed: 5/21/21

In accordance with the agreement between REDWOOD CITY ALARMS, INC. (hereinafter referred to as “RCA” or “ALARM COMPANY”) and Subscriber, which this Schedule supplements, the following equipment will be installed. Should additional devices be required by code or the AHJ then the additional devices and labor to install the additional devices will be charged at RCA’s cost plus 30% and labor at $135 per hour per man, (or $________ per device, including installation) and Subscriber agrees to pay such charges at time of installation. All provisions of the agreement govern the installation and nothing contained herein is intended to modify or terminate the agreement or any provision contained therein.

1  Control Panel  Elevator Recall
2  Annunciator  Voice Evacuation System
1  Smoke Sensor  Hood Supervisor
1  Heat Sensor  Sprinkler System Supervision
1  Duct Mounted  HVAC Shutdown
1  Pull Stations  Sprinkler Alarm
3  Magnetic Door Holders  Strobes
5  Magnetic Door Holders  Speaker Strobes
2  Magnetic Door Holders  Horn Strobes

In the event of any changes to installation schedule required by AHJ or subscriber, unless otherwise agreed upon, Subscriber agrees to pay RCA the following schedule of charges for such extra work and material:

Labor: $175.00 per hour per employee  
Material: RCA’s cost plus 50%

* Subscriber has requested RCA to increase its limitation of liability and in consideration thereof Subscriber has agreed to pay an additional $________ per month. RCA’s maximum liability shall be $__________

REDWOOD CITY ALARMS, INC.:  

By Signature

SUBSCRIBER:

Signature by Authorized Officer (Name Must be printed below)

Natalie Bonham

Print Name

Date

Subscriber’s Email address:
nabonham@menlopark.org

*omit if inapplicable
ACH RECURRING PAYMENT AND CREDIT CARD AUTHORIZATION FORM

Here's How Recurring Payments Work:
You authorize regularly scheduled charges to your checking, savings account, or credit card. You will be charged the amount indicated below each billing period during the initial term of my agreement and all automatic renewal terms. The charge will appear on your bank statement as an "ACH Debit" or your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:
I, __________________________ authorize REDWOOD CITY ALARMS, INC. to charge my □ bank account or □ credit card indicated below on the 1st of each month for payment of my alarm monitoring, equipment lease and/or remote subscriber viewing in the amount of $125.00.

I understand there will be an additional $2.00 charge per (credit card) transaction and agree to have this included in addition to my monthly recurring payment.

Billing Address: __________________________
Email Address: nbonham@menlopark.org

Select payment method below:

☐ AUTOMATED ACH FROM BANK ACCOUNT PAYMENT:

| Account Type: □ Checking □ Savings |
| Name on Acct: __________________________ |
| Bank Name: __________________________ |
| Account Number: __________________________ |
| Bank Routing #: __________________________ |
| Bank City/State: __________________________ |

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify REDWOOD CITY ALARMS, INC. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account, or charged to my credit card, on the above noted periodic transaction dates. In the case of a transaction being rejected for Non-Sufficient Funds (NSF) I understand that REDWOOD CITY ALARMS, INC. may at its discretion attempt to process the charge again within 30 days, and I agree to an additional $25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of recurring transactions to my account must comply with the provisions of U.S. Law. I agree not to dispute this recurring billing with my bank or credit card company so long as the transactions correspond to the terms indicated in this authorization form. I agree that an ACH or credit card denial will constitute a breach of my payment obligation in my agreement with REDWOOD CITY ALARMS, INC.

☐ AUTOMATED CREDIT CARD PAYMENT:

Credit Card #: __________________________ Expiration Date: ______ Security Code: ______
☐ Mastercard ☐ Visa ☐ American Express
Cardholder's Name (As it appears on credit card): __________________________

SIGNATURE: __________________________ DATE: __________________________