



**REGULAR BOARD MEETING AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Tuesday, March 24, 2020 at 6:00PM**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

**Special Notice: Pursuant to the Executive Order of the Governor of California this meeting will be accessible via teleconference. All members of the public are encouraged to participate in this meeting by calling 1-952-222-1750, Conference ID: 633-1248. All staff and board members are also encouraged to attend via teleconference. Those who do attend the meeting in person will be asked to follow the safety guidelines set forth by the California Department of Health and the Fresno County Department of Public Health as directed by District Employees. Notice is further given that this meeting be conducted entirely via teleconference. In the event that the meeting is conducted entirely via teleconference, then notice will be posted at the District office and on the District web page.**

**1. Call to Order:**

**2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

**3. Certification:** Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

**4. Consent Agenda.** The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of March 11, 2020.
- b. Minutes of the Special Board Meeting of March 16, 2020.

Recommended action: To approve the Consent Agenda as presented or amended.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

**5. Old Business:**

- a. **Resolution 3-24-2020A.** The General Manager and staff have prepared the Districts bi-annual water supply report for presentation to the board.

Recommended action: to hold the public hearing on the report and to approve the Bi-annual Water Supply Report and Resolution 3-24-2020A.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

**6. New Business:**

- a. **Resolution 3-24-2020.** Consideration and Necessary action on Resolution 3-24-2020 ratifying emergency actions/orders of the General Manager and issuing/authorizing additional orders.

Recommended Action: Approve Resolution 3-24-2020 as is or as amended by the Board.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

- b. **Security System.** Recreation Center Director, Romana Campos, received two quotes for a security system at the recreation center. The first quote comes from Turner Security Systems, Inc. for \$135.00 quarterly (\$45.00 per month) for a term of 2 years. The second quote comes from Matson Alarm for \$405.00 payable at the time of signing the contract and \$47.50 per month for a term of 3 years, renewals will be for a term of 2 years. Staff will move forward with Turner Security Systems due to their fast response time and better price.

For information.

- c. **MCWD Organizational Chart.** Updated organizational chart

Recommended action: to provide MCWD organizational chart as presented or amended.

**Motion by:** \_\_\_\_\_; **Second by:** \_\_\_\_\_

7. **Staff Reports.** Minutes of the daily staff phone meetings during social-distancing period where daily operations and/or department schedules are discussed. For information.

8. **Recreation Reports:** included under “Staff Reports”.

**9. Engineer Reports:**

- a. District Engineer Report.
- b. CDBG Engineer Report:

**10. General Manager’s Report:**

- a. Recreation inventory of projects and materials will be conducted during down time at the recreation center.
- b. Mandatory department head meetings conducted daily at 10:00am via teleconference during COVID-19 SOP’s. Minutes taken by District Clerk.
- c. Letter sent out to all residents informing of COVID-19 emergency practices to assure no interruption of water, office hours and park notifications.

**11. President’s Report:**

**12. Vice President’s Report:**

**13. Director’s Reports:**

**14. Legal Counsel Report:**

**15. Communications:**

- a. Written Communications:
- b. Public Comment:

**16. Closed Session:**

**17. Adjournment:**

**Motion by:** \_\_\_\_\_, **Second by:** \_\_\_\_\_

**Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of March 24, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 03/20/2020.

**Norma Melendez**

Norma Melendez, District Clerk



**REGULAR BOARD MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Wednesday, March 11, 2020 at 6:00PM**

**item 4.a.**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

- ❖ Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.
- ❖ Public comments are limited to three (3) minutes or less per individual per item, with a fifteen (15) minute maximum per group per item and will be heard during the communication portion of the agenda.

**1. Call to Order:**

- 2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.  
**All present.**  
**Also present: Jennifer Ahl, Romana Campos, Norma Melendez and Moises Ortiz.**

- 3. Certification:** Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

**4. Old Business:**

- a. **Bi-annual Water Supply Report.** The General Manager and staff have prepared the Districts bi-annual water supply report for presentation to the board.

Recommended action: to set a public hearing on the report for March 24, 2020 and authorize the General Manager to publish notice of the public hearing as required by water code section 31144.75.

**Motion by Vice President Cerrillo; Second by Director Cerrillo and by a 5-0 vote to set a public hearing on the report for the next regular board meeting of March 24, 2020 and to authorize the general manager to publish notice of the public hearing as required by the water code section 31144.75.**

- b. **District Office Roof Repairs.** Albert Saiz Construction & Roofing submitted a proposal for the repairs of the District office roof. The proposal amount of \$28,650.00 will repair the work requested per Clark Pest Control Report recommendations. No other proposals were received.

Recommended action: to approve Albert Saiz Construction & Roofing proposal of \$28,650.00 as presented.

**Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve Albert Saiz Construction & Roofing proposal of \$28,650.00 and to present the District with a detailed contract which will include retention payment.**

- c. **Census 2020.** Self-response period begins March 12, 2020 until the end of April. The Recreation Center will host the Census 2020 kick-off on March 12, 2020 at 6:00p.m.

For information.

**5. New Business:**

- a. **WWTF Switch.** The Automatic Transfer Switch Controller needs to be replaced for the generator. Staff at the WWTF did a routine emergency practice and found the unit will not switch over. Three quotes have been submitted. The first quote is from Telstar Instruments in the amount of \$16,432.00, second quote from Lighthouse Electric in the amount of \$8,260.00 and the third quote from Central Industrial Automation in the amount of \$7,426.00. All quotes include parts and labor.

Recommended action: to approve quote from Central Industrial Automation in the amount of \$7,426.00 and for legal counsel to prepare a Scope of Work Agreement between MCWD and CIA.

**Motion by: Director Tovar; Second by Director Cerrillo and by a 5-0 vote to approve quote from Central Industrial Automation in the amount of \$7,426.00 and for legal counsel to prepare a Scope of Work Agreement between MCWD and CIA.**

- b. **WWTF Blower #3 repairs.** The inside mechanism for blower #3 will need repairs. The scope of work is to metal spray the shafts to bring back to the proper diameter as they have had heavy wear and tear. Rotors need to be balanced to prevent any vibration while running and the bearing bores in the end plates also need to be sleeved to prevent any misalignment of the rotors. Staff has received a quote from Michael Pitcher of Associate Compressors and Equipment for \$1,825.00, which includes scope of work and repairs. There is a need for the 2 aerobic digesters and 1 redundancy for the aeration basin.

For information.

- c. **Volunteer Opportunity.** The daughter of staff member Burt Siverling is completing the wastewater certification program at a local community college. She requests to volunteer in the District and shadow Operators to learn the basics and equipment of the plant operations.

For discussion and potential action.

**Board consensus is to allow the daughter of staff member, Burt Siverling, to volunteer at the District's WWTF as long as the District's insurance policy cover such volunteer work.**

**6. Recreation Reports:** To be submitted at the meeting.

**Recreation Center Director, Romana Campos, reported that the Senior trip to Eagle Mountain was successful and that the Jamba Juice fundraiser is still going on. Interviews for the Sports Coordinator position will be conducted in the next few weeks. Romana also suggested that the rental fee for the Red Caboose should be increased to \$650.00. Board consensus was to have a discussion at the next recreation committee meeting.**

**7. Engineer Reports:**

- a. District Engineer Report. **None for this meeting.**
- b. CDBG Engineer Report: **None for this meeting.**

**8. General Manager's Report:**

- a. Pond 8 percolation update.
- b. Gate at pond 3.
- c. New computer at WWTF

**9. President's Report:**

**Report for closed session.**

**10. Vice President's Report:**

**Report for closed session.**

**11. Director's Reports:**

**Director Castaneda was contacted by a Malaga resident suggesting there be a wall to honor the active service members of the armed forces.**

**12. Legal Counsel Report:**

**Report for closed session.**

**13. Communications:**

- a. Written Communications:
- b. Public Comment:
  - 1. **Maria Flores requesting donations for the Fowler High School Grad Night. The Board of Directors will consider donating to the Fowler High School Grad Night event upon review of the Districts financials. Legal Counsel, Neal Costanzo, has committed to donate to the event.**

**14. Consent Agenda.** The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of February 24, 2020.
- b. Financial Statements and Accounts Payable Reports.

Recommended action: To approve the Consent Agenda as presented or amended.

**Motion by Vice President Cerrillo; Second by Director Tovar, Jr. and by a 5-0 vote to approve the consent agenda as presented.**

**15. Closed Session: 7:26p.m.**

- a. Personnel: Employee Evaluations; All Positions (Government Code Section 54957(b).)  
**Nothing to report.**

**16. Adjournment:**

**Motion by Vice President Cerrillo; Second by Director Cerrillo and by a 5-0 vote to adjourn the meeting at 8:15p.m.**

**Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Regular Meeting of the Board of Directors of March 11, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 03/25/2020.

**Norma Melendez**

Norma Melendez, District Clerk



**SPECIAL MEETING MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**MALAGA COUNTY WATER DISTRICT**  
**3580 SOUTH FRANK STREET**  
**FRESNO, CALIFORNIA 93725**  
**Monday, March 16, 2020, 6:00PM**

**item 4.b.**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 as soon as possible to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

**Special Notice: Pursuant to the Executive Order of the Governor of California this meeting will be accessible via teleconference. All members of the public are encouraged to participate in this meeting by calling . All staff and board members are also encouraged to attend via teleconference. Those who do attend the meeting in person will be asked to follow the safety guidelines set forth by the California Department of Health and the Fresno County Department of Public Health as directed by District Employees. Notice is further given that this meeting be conducted entirely via teleconference. In the event that the meeting is conducted entirely via teleconference, then notice will be posted at the District office and on the District web page.**

Call to Order: **6:01p.m.**

Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.  
**All present.**  
**Also present: Jennifer Ahl, Laurie Cortez, Romana Campos and Michael Slater.**

Certification: Certification was made that the Board Meeting Agenda was posted 24 hours in advance of the meeting.

**1. New Business:** Emergency Action Plan for Coronavirus to be discussed.

**Temporary shutdown in necessary in order to slow down the spread of the virus. Sanitation of all District equipment is mandatory, specially areas of high traffic. Park rentals and center rentals will be put on hold until further notice. No new rentals will be accepted at this time to accommodate existing rentals to reschedule at a later time in the year.**

**General Manager, Jennifer Ahl, reported that staff will continue working, but at minimal contact from the public. District Office will be closed to the public. Payments can be submitted at the District Office dropbox, by phone or online. The park and the community center will be closed.**

**Recreation Center Director, Romana Campos, reported that food commodities will still be held at the park, near the picnic shelter on a drive**



by basis. Food commodity bags will be bagged ahead of time. Senior citizens that receive food from Food-For-Share will have the bags delivered to their home and this program will be limited to Malaga residents at this time.

**Legal Counsel suggested that a policy be created regarding District closure procedures and staff quarantine procedures.**

2. Public Comment. This is the time for any person to address the Board of Directors on any issue within the jurisdiction of the District but not on the agenda. The time allowed to speak is three minutes unless an extension is granted by the Board of Directors through the President of the Board.

3. Adjournment:

**Motion by Director Irma Castaneda, Second by Vice President Cerrillo and by a 5-0 vote to adjourn the meeting at 6:42p.m.**

### **Certification of Posting**

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing minutes for the Special Meeting of the Board of Directors of March 16, 2020 was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, on 03/25/2020.

**RESOLUTION NO. 3-24-2020A**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA COUNTY  
WATER DISTRICT ADOPTING THE 2020 REPORT ON THE DISTRICT'S  
ACTIVITIES FOR THE PROTECTION AND AUGMENTATION OF THE WATER  
SUPPLY**

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**WHEREAS**, Water Code §31144.73 requires that the District prepare a Water Report bi-annually; and

**WHEREAS**, a Water Report was duly prepared and delivered to the Clerk of the Board of Directors and notice of the public hearing was given in conformance with Government Code §6061 for March 24, 2020; and

**WHEREAS**, the Board of Directors has reviewed the Annual Water Report and finds that it was prepared in conformance with Water Code §31144.7 et seq. and desires to adopt said water report.

**NOW, THEREFORE**, be it resolved by the Board of Directors of the Malaga County Water District as follows:

1. That the foregoing recitals are true and correct and incorporated herein by this reference as though fully set forth at this point.
2. The Board of Directors of the Malaga County Water District hereby adopts the Report as prepared and presented to the Clerk of the Board of Directors.
3. The Clerk of the Board of Directors is hereby directed to keep a copy of the report available at the District Office for public review and to publish the report on the District's webpage as soon as practicable.

\* \* \* \* \*

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 24th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

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Charles Garabedian, President of the  
Malaga County Water District

ATTEST:

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Jennifer Ahl, Secretary to the Board  
of Directors of the Malaga County Water District

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**RESOLUTION NO. 3-24-2020**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
MALAGA COUNTY WATER DISTRICT RATIFYING EMERGENCY ACTIONS/ORDERS  
OF THE GENERAL MANAGER AND ISSUING/AUTHORIZING ADDITIONAL  
ORDERS**

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**WHEREAS**, the Malaga County Water District provides essential water, sewer, solid waste collection and disposal and food distribution services to the community; and

**WHEREAS**, the Covid-19 virus has resulted in the issuance of local, state, and federal emergency orders and safety/preventative guidelines; and

**WHEREAS**, the District has responded to the challenge by issuing orders to ensure the continuation of essential services and protect the health and safety of the community and District employees.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
THE MALAGA COUNTY WATER DISTRICT AS FOLLOWS:**

1. That the foregoing recitals are true and correct and are incorporated by this reference as fully set forth at this point.

2. That the Board of Directors hereby ratifies the orders/guidelines issued by the General Manager in response to the changing and challenging circumstances as follows:

a. The District Office will be closed to the public until April 1, 2020.

b. Customers who need assistance can call the District and arrange for an appointment which if necessary, will be conducted following social distancing guidelines.

c. The Community Center and Park will be closed to the public until April 1, 2020.

d. Food Distribution and Food Commodities will continue via drive up or walk up service as follows:

1. Food Commodities cancelled until further notice.

2. Food Distribution (Food-For-Share) will continue every Tuesday from 12:00pm to 1:30p.m. inside the Malaga Park. No parking allowed inside the park.

e. Employees in the water and sewer departments will perform any and all necessary duties to ensure that the District continues to provide safe drinking water to the public and continues to process wastewater in a safe and environmentally responsible manner while avoiding any unnecessary contact with the public and other employees by exercising appropriate social distancing and safety equipment.

f. Solid waste collection services will continue normally.

g. Any employees who can work from home shall work from home.

h. The District shall stagger on site work schedules whenever possible to reduce contact and maintain social distancing.

i. The District will, whenever possible, alter work schedules so that employees can care for family or others and shall allow the use of PTO when requested by employees whenever possible. Employees are encouraged to apply for Family Leave if necessary.

j. Any employees who are sent home from work who cannot work from home, including high risk employees, will continue to be compensated until further notice as follows:

1. Full time employees will continue to be paid at their regular rate on their regular paydays.
2. Part time employees shall be compensated based on the average hours worked over the prior eight weeks on regular paydays.

3. The Board of Directors hereby authorizes the General Manager, modify or extend existing orders or issue new orders as conditions change as necessary to protect the health and safety of the public and employees and ensure the continued delivery of essential services. Any such orders shall be ratified by the Board as soon as practicable.

\* \* \* \* \*

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 24<sup>th</sup> day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

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Charles Garabedian, President of the  
Malaga County Water District

ATTEST:

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Jennifer Ahl, Secretary to the Board  
of Directors of the Malaga County Water District

## Real Security... For Real Peace of Mind

### Consent to Do Business Electronically

Click [here](#) to view the Consent and Notice Regarding Electronic Transactions and Communications.

### STANDARD COMMERCIAL SECURITY EQUIPMENT LEASE

Agreement dated 2017-11-16 by and between FIRST RESPONSE MONITORING CENTER, INC. (hereinafter referred to as "FRMC" or "ALARM COMPANY") and Malaga County Water District (hereinafter referred to as "Subscriber").

Phone: (559) 485-7353

Email: [rcampos@malagacwd.org](mailto:rcampos@malagacwd.org)

The parties hereto agree that:

**1. SECURITY EQUIPMENT IS LEASED AND REMAINS PERSONAL PROPERTY OF ALARM COMPANY:** ALARM COMPANY shall lease the security system and ALARM COMPANY or ALARM COMPANY's subcontractors shall instruct Subscriber in the proper use of the security system, install, program and service on the premises of the Subscriber, located at: 3582 S. Winery Ave Fresno, CA 93725 a security system, described 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 ALARM COMPANY 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 ALARM COMPANY. Software programmed by ALARM COMPANY or by ALARM COMPANY's subcontractors is the intellectual property of ALARM COMPANY 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 ALARM COMPANY has offered additional and more sophisticated equipment at a higher lease and service charge.

### **2. SCHEDULE OF EQUIPMENT AND SERVICES:**

#### **EQUIPMENT LIST:**

QTY	Part #	Description
1	Install Burg-Com-Lease	Install Burglar Alarm System - Lease
1	R-14	Lease Monthly Service Contract - Commercial
1	XT50DM-G	Control Panel Enclosure with Dialer and Wireless Receiver
2	7060-W	Thinline LCD Keypads, White
1	1121-W	Wireless Motion Detector for "Gym Area"
8	1106-W	Wireless Transmitter for the "Teen Room" Door
1	763	WiFi Module for XT and XR Panels
1	263LTE-V	LTE Cellular Communicator for XT Series

#### **DESCRIPTION OF SERVICES:**

☒ Monitoring ☒ Service ☒ Remote Subscriber Access ☐ Alarm Signal Verification / Cameras ☐ Inspection  
☐ Access Control Administration ☐ UL Certificate ☐ Guard Response

#### **SPECIAL INSTRUCTIONS:**

Approximate Installation Starting Date: \_\_\_\_\_ Approximate Installation Completion Date: \_\_\_\_\_

Failure to substantially commence work within 20 days from the approximate start date specified in this agreement is a violation of the Alarm Company Act.

**3. INSTALLATION, LEASE, MONITORING AND SERVICE CHARGES.** Only services selected are included:

☒ **(a) FOR INSTALLATION OF THE EQUIPMENT:** Subscriber agrees to pay ALARM COMPANY, its agents or assigns the sum of **\$405.00** payable **\$0.00** upon execution of this Agreement and the remainder upon completion of installation.

☒ **(b) FOR CENTRAL STATION MONITORING AND SERVICE CHARGES:** Subscriber agrees to pay ALARM COMPANY, its agents or assigns the sum of **\$1,710.00** payable at the rate of **\$47.50** per month, in advance for the monitoring and service of the security system for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, and the Subscriber shall pay the pro-rated share of the monitoring and service charge for the month in which the security system is activated.

☐ **(c) FOR ALARM SIGNAL VERIFICATION / VIDEO STREAMING DATA [VSD] / CLOSED CIRCUIT TV [CCTV] / REMOTE SUBSCRIBER ACCESS:** Subscriber agrees to pay ALARM COMPANY, its agents or assigns the sum of \$\_\_\_\_\_ payable at the rate of \$\_\_\_\_\_ per month, in advance 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, ALARM COMPANY or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification service deemed appropriate by ALARM COMPANY or as required by local law and only verified alarm conditions shall be communicated to police or fire department. Select remote access / video services to be provided:

☐ Central Station Remote Video Monitoring for VSD ☐ Video Clips Monitored Upon Alarm Activation Only

☐ Alarm Signal Verification ☐ Remote Access By Subscriber

☐ **(d) INSPECTION:** Subscriber agrees to pay ALARM COMPANY, its agents or assigns the sum of \$\_\_\_\_\_ payable at the rate of \$\_\_\_\_\_ per month, in advance for the term of this agreement for inspection service. If this option is selected ALARM COMPANY or ALARM COMPANY's subcontractors will make an annual inspection of the security system and unless otherwise noted in the Schedule of Equipment and Services, inspection service includes testing of all components to insure proper working order. If UL Certified, the inspection will comply with UL Requirements. ALARM COMPANY will notify Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. 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.

☐ **(e) FOR ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay ALARM COMPANY, its agents or assigns the sum of \$\_\_\_\_\_ payable at the rate of \$\_\_\_\_\_ per month, in advance for \_\_\_\_\_ modifications per month for the term of this agreement. Select Access Control Administration services to be provided:

☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ **(f) UL CERTIFICATE:** Subscriber agrees to pay ALARM COMPANY, its agents or assigns the sum of \$\_\_\_\_\_ payable in advance yearly for the term of this agreement for a one (1) year Underwriters Laboratories Inc. (UL) Central Station - Alarm Certificate service. If this option is selected ALARM COMPANY will issue a UL Certificate for the security system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the security system. UL or the Local AHJ can require changes to the security system to keep the Certificate in force. Subscriber agrees to pay ALARM COMPANY for any inspections or required changes at our then prevailing rates.

☐ **(g) FOR GUARD RESPONSE SERVICE:** Subscriber agrees to pay ALARM COMPANY, its agents or assigns the sum of \$\_\_\_\_\_ payable at the rate of \$\_\_\_\_\_ per month, in advance for the term of this agreement (or \$\_\_\_\_\_ per guard response).

**4. TERM OF AGREEMENT/RENEWALS:** The term of this agreement shall be for a period of three (3) years and shall automatically be renewed for successive two (2) year terms 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 contract at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof ALARM COMPANY shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. ALARM COMPANY may invoice Subscriber in advance monthly, quarterly, or annually at ALARM COMPANY's option.

**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 intrusion to the premises, lightning



or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by ALARM COMPANY without additional charge. ALARM COMPANY may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement. Batteries, electrical surges, lightning damage, obsolete 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 at Subscriber's premises. ALARM COMPANY does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system ALARM COMPANY will authorize Subscriber access. ALARM COMPANY is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and ALARM COMPANY shall have no liability for such third party unauthorized access. ALARM COMPANY is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. ALARM COMPANY is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at subscriber's expense.

**7. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS:** If 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 selected service ALARM COMPANY or its designee shall store and /or backup data received from Subscriber's system for a period of one year. ALARM COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by ALARM COMPANY'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 ALARM COMPANY and ALARM COMPANY has no responsibility for such access or IP address service. ALARM COMPANY 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.

**8. CENTRAL OFFICE MONITORING SERVICES:** Upon receipt of a signal from Subscriber's alarm system, ALARM COMPANY or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from ALARM COMPANY. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of ALARM COMPANY or ALARM COMPANY's designee central office and ALARM COMPANY 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, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of ALARM COMPANY and are not maintained by ALARM COMPANY except ALARM COMPANY may own the radio network, and ALARM COMPANY shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish ALARM COMPANY with a written Account Information Form of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Account Information Form ALARM COMPANY 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 ALARM COMPANY'S notification obligation. All changes and revisions shall be supplied to ALARM COMPANY in writing. Subscriber authorizes ALARM COMPANY to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests ALARM COMPANY to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay ALARM COMPANY its current hourly rate for each such service. ALARM COMPANY may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property, and shall comply with local law alarm verification requirements. All Subscriber information and data shall be maintained confidentially by ALARM COMPANY.

**9. SERVICE:** Service pursuant to paragraph 3(b) includes all parts and labor, and ALARM COMPANY shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 a.m. and 6 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, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, 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. No apparatus or device shall be attached to or connect with the security system as originally installed without ALARM COMPANY's written consent.

**10. SUBSCRIBER REMOTE ACCESS / EXCESSIVE DATA USAGE:** If Remote Access is included in the schedule of equipment to be installed and services provided by ALARM COMPANY or its subcontractors, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service to remote pendant supplied by ALARM COMPANY or Subscriber's Internet or wireless connection device which is compatible with ALARM COMPANY's remote services. ALARM COMPANY will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by ALARM COMPANY or a third party. ALARM COMPANY or its subcontractors shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. ALARM COMPANY and its subcontractors shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data. ALARM COMPANY shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and ALARM COMPANY and its subcontractors, agents or assigns shall have no liability for access to the alarm system by others.

**11. (a) ACCESS CONTROL ADMINISTRATION:** If selected as a service to be provided ALARM COMPANY will maintain the data base for the operation of the Access Control System. Subscriber will advise ALARM COMPANY of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to ALARM COMPANY regarding personnel access must be in writing via email or fax to addresses designated by ALARM COMPANY. ALARM COMPANY 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 and computer network and Internet access.

**(b) VIDEO SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment and Services, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, ALARM COMPANY shall store data received from Subscriber's system for one year. ALARM COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by ALARM COMPANY'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. Telephone or internet access is not provided by ALARM COMPANY and ALARM COMPANY has no responsibility for such access or IP address service. If system has remote access ALARM COMPANY is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. ALARM COMPANY 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.

**12. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE:** If selected as a service to be provided and included in the Schedule of Equipment and Services, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, ALARM COMPANY or its designee central office, shall make every reasonable effort to notify Subscriber by email, text or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of ALARM COMPANY or ALARM COMPANY's designee central office and ALARM COMPANY 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 through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of ALARM COMPANY and are not maintained by ALARM COMPANY, except ALARM COMPANY may own the radio network, and ALARM COMPANY shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish ALARM COMPANY with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to ALARM COMPANY in writing. Subscriber authorizes ALARM COMPANY to access the supervisory panel to input or delete data and programming. If Subscriber requests ALARM COMPANY to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay ALARM COMPANY its

current hourly rate for each such service. ALARM COMPANY may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. ALARM COMPANY shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by ALARM COMPANY.

**13. GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, ALARM COMPANY or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests ALARM COMPANY to station its guard at the premises for more than 30 minutes, and ALARM COMPANY has sufficient personnel to provide such service, and ALARM COMPANY makes no such representation that its personnel will be available, then Subscriber agrees to pay ALARM COMPANY its current hourly rate for such service. Subscriber agrees to confirm the request to ALARM COMPANY to provide extended guard service by email or recorded conversation to ALARM COMPANY at the time request is made and ALARM COMPANY is authorized to ignore any request not confirmed within 15 minutes.

#### **GENERAL PROVISIONS**

**14. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS:** Extra Work and/or Change Orders will become part of the contract once the work is complete and/or the change order is prepared in writing and signed by the parties.

**15. ALTERATION OF PREMISES FOR INSTALLATION:** ALARM COMPANY is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ALARM COMPANY's sole discretion for the installation and service of the security system, and ALARM COMPANY shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system. ALARM COMPANY shall not be responsible for the condition 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 under the terms of this agreement.

**16. 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 IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ALARM COMPANY in its sole discretion and to notify ALARM COMPANY of any change in such service.

**17. DELAY IN INSTALLATION / RISK OF LOSS OF MATERIAL:** ALARM COMPANY shall not be liable for any damage or loss sustained by Subscriber as a result of delay in 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 ALARM COMPANY's negligence in the performance of this agreement, and Subscriber shall not be relieved from payments due under this agreement for such period. Subscriber assumes all risk of loss of material once delivered to the job site.

**18. TESTING OF SECURITY SYSTEM:** Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify ALARM COMPANY if it is in need of repair. Service, if provided, is pursuant to paragraph 3.

**19. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at 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 paragraph 3(b)(i) and 3(b)(iii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without ALARM COMPANY's written consent.

**20. SUBSCRIBER TO INSURE SECURITY EQUIPMENT:** Subscriber shall insure ALARM COMPANY's security equipment against fire and casualty and Subscriber agrees to name ALARM COMPANY 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 ALARM COMPANY'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.

**21. INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which ALARM COMPANY is named as additional insured. ALARM COMPANY shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber shall obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against ALARM COMPANY and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

**22. ASSIGNMENTS/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** ALARM COMPANY shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ALARM COMPANY or ALARM COMPANY's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of ALARM COMPANY.

**23. INDEMNITY:** Subscriber agrees to and shall indemnify and hold harmless ALARM COMPANY, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by ALARM COMPANY's performance, negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

**24. REMOVAL OF SECURITY SYSTEM:** Upon termination of this agreement ALARM COMPANY or ALARM COMPANY's subcontractor shall be permitted to remotely delete programming and allowed access to Subscriber's premises to remove the security system. If for any reason caused by Subscriber, or the owner of the premises if other than the Subscriber, said security system is not recovered by ALARM COMPANY within 24 hours of such termination, ALARM COMPANY shall not be required to service the security system, and may order the termination of any central office monitoring or other services, and Subscriber shall remain liable for all payments called for herein.

**25. LEGAL ACTION:** The parties agree that in further consideration of the installation charges and due to the nature of the services to be provided by ALARM COMPANY the payments to be made by Subscriber for the term of this agreement are an integral part of ALARM COMPANY's anticipated profits, and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate ALARM COMPANY's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to ALARM COMPANY the balance due for the term of this agreement as liquidated damages, and ALARM COMPANY shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement without relieving Subscriber of any obligation herein. Additionally, in the event of termination or Subscriber's breach of this agreement, ALARM COMPANY may, at its option, either remove its Communication System or deem same sold to Subscriber for the amount specified as the value of the equipment in addition to the liquidated damages provide for herein. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by ALARM COMPANY against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against ALARM COMPANY must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against ALARM COMPANY must be based on the provisions of this agreement; Any other action that Subscriber may have or bring against ALARM COMPANY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement. If ALARM COMPANY prevails in any litigation or arbitration between the parties, Subscriber shall pay ALARM COMPANY's legal fees. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against ALARM COMPANY for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this contract, or the relationship of the parties, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules [www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com), except that no punitive damages may be awarded. 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. Subscriber submits to the jurisdiction and laws of California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where ALARM COMPANY's principal place of business is located.

**26. ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to ALARM COMPANY any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon ALARM COMPANY because of this agreement. Should ALARM COMPANY be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material.

**27. FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALARM COMPANY for any fines relating to permits or false alarms. ALARM COMPANY shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ALARM COMPANY be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material.

**28. ALARM COMPANY'S RIGHT TO SUBCONTRACT SERVICES:** Subscriber agrees that ALARM COMPANY is authorized and permitted to subcontract any services, including installation and/or repair services, to be provided by ALARM COMPANY to third parties who may be independent of ALARM COMPANY, and that ALARM COMPANY 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 ALARM COMPANY to act as Subscriber's agent with respect to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ALARM COMPANY'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 and central offices of ALARM COMPANY.

**29. NO WARRANTIES OR REPRESENTATIONS/ SUBSCRIBER'S EXCLUSIVE REMEDY:** ALARM COMPANY 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 ALARM COMPANY is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. ALARM COMPANY has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for ALARM COMPANY's default hereunder is to require ALARM COMPANY to repair or replace, at ALARM COMPANY's option, any equipment or part of the security system which is non-operational.

**30. EXCULPATORY CLAUSE:** ALARM COMPANY and Subscriber agree that ALARM COMPANY is not an insurer and no insurance coverage is offered herein. The security equipment and ALARM COMPANY'S services are designed to reduce certain risks of loss, though ALARM COMPANY does not guarantee that no loss will occur. ALARM COMPANY is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ALARM COMPANY's negligent performance to any degree in furtherance of this contract, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this contract or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases ALARM COMPANY from any claims for contribution, indemnity or subrogation.

**31. LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of ALARM COMPANY as a result of ALARM COMPANY's negligent performance to any degree or negligent failure to perform any of ALARM COMPANY's obligations pursuant to this contract or any other legal duty, equipment failure, or strict products liability, that ALARM COMPANY's liability shall be limited to the sum of \$250.00. If Subscriber wishes to increase ALARM COMPANY's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with ALARM COMPANY's increased liability. This shall not be construed as insurance coverage.

**32. 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 ALARM COMPANY assigned by ALARM COMPANY to perform any service for or on behalf of Subscriber for a period of two years after ALARM COMPANY has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, ALARM COMPANY 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 ALARM COMPANY, times twelve, together with ALARM COMPANY's counsel and expert witness fees.

**33. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS:** 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, except ALARM COMPANY's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

**34. CREDIT INVESTIGATION:** Subscriber and any guarantor authorizes ALARM COMPANY to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

35. **ALARM COMPANY'S LICENSES:** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814.

**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.

**FIRST RESPONSE MONITORING CENTER, INC.**

By:

Todd Evans

Agent Reg. #: 534093

Management Approval:

**\*\*Agreement must be electronically signed below to be accepted and processed by Company. Any changes, alterations or modifications to this agreement, or an agreement that is printed out and faxed/emailed in, will not be accepted by Company and will cause a delay in the processing of your agreement.\*\***

☐ I agree to all terms and conditions which are part of this contract, electronic document and attached PDF and/or web documents with an electronic signature below. I acknowledge receiving a fully executed copy of this contract which includes the Schedule of Equipment and Services and the Notice of Cancellation. I also agree that I have viewed and accepted the Consent and Notice Regarding Electronic Transactions and Communications document above. I understand that this agreement is by and between ALARM COMPANY and Subscriber and is effective on the date electronically signed.

IP Address

96.71.251.129

Email Address

rcampos@ma

Printed Name

Signature

Click to Accept

**THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS EITHER (A) APPROVED IN WRITING BY A MANAGER OF COMPANY OR (B) COMPANY COMMENCES SERVICE. IN THE EVENT OF NONAPPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT.**

Click [here](#) to fill out the Customer Information Form. Simply save the document with a new name and email back to us at [sales@matsonalarm.com](mailto:sales@matsonalarm.com). Please note that will will not be able to schedule installation of your new security system without a fully executed Customer Information Form.

Click [here](#) to view the Notice to Owner Regarding Mechanics' Lien Law.





# TURNER SECURITY SYSTEMS, INC.

120 W. Shields Ave. • Fresno, CA 93705

(559) 486-3466 • FAX 486-6484

A.C.O. 5821

item 6.b.

Residential ☐

Commercial ☒

3/20/2020

Approximate Effective Date

Client ID No.

## SERVICE ADDRESS

MALAGA COMMUNITY PARK CENTER

Name

3582 S WINERY

Street

FRESNO CA 93725

City, State, Zip

Security Panel Phone Number

Gate Code

## BILLING ADDRESS

Company Name

Street

City, State, Zip

Attention Of

Phone Number

Fax Number

1. **Installation:** Turner agrees to install and to service, not as an insurer, during the term of this Agreement, an alarm system ("System") as described below:

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. 24 Hour Alarm Monitoring	\$ 30.00	Per Mo.
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	T.S.S. Fire Alarm Monitoring and Dispatch of Fire Dept.	\$ X	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. Monitoring - Duress Signal / Panic Button, Law Enforcement Dispatch Only	\$ Included on Keypad	Per Mo.
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	T.S.S. Monthly Open / Close Mailed Reports	\$ X	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. Cellular Backup Service W/ TOTAL CONNECT	\$ 15.00	Per Mo.
Total Monthly Recurring Payment			\$ 45.00	Per Mo.

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Dispatch Law Enforcement Alarm Signal	Separate Agreement Required (If yes, see additional form)
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	T.S.S. Vehicle Patrol Response	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Services Paid By Credit Card (Visa, Mastercard, Discover)	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Other Services	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Installation charge for leased equipment	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Installation charge and purchase price for purchased equipment	\$ X
Billing Options			\$ 275.00
<input checked="" type="checkbox"/> per quarter <input type="checkbox"/> semi-annually <input type="checkbox"/> per year			\$ X
			\$ 135.00

All services payable prior to installation

Responsible Party Contacts (Name / Phone#):

1) X  
2) X  
3) X  
4) X

**TERM, PAYMENT AND RENEWAL:** Subscriber agrees to pay to Turner, its agents or assigns:

On the 1st day of the month commencing with the month following completion of the installation for an original term of three (3) years. In addition, Subscriber shall pay the pro-rata share of the service charge for the month in which the System is activated. After the original term, this Agreement shall automatically be renewed for successive two (2) year terms unless either party notifies the other in writing of its intention to terminate this agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof.

Turner may increase the service fee for any renewal term of this Agreement by giving Client sixty (60) days prior written notice. If Client chooses not to accept this increase, Client may cancel the service and this Agreement by giving Turner written notice at least thirty (30) days prior to the effective date of the increase. If Client does not give Turner such notice, the rate increase will become effective on the date indicated in Turner's notice.

PIN Number:

\*Customer Is Responsible To Provide Updated Account Info.

## Equipment Installation Summary

Panel - Make / Model	V20PT	Serial Number	
Window Contacts - Make / Model		Quantity	
Door Contacts - Make / Model	5816WMWH	Quantity	8
Motion Detectors Make / Model	PIRRES	Quantity	4
Keypad Make / Model	6160RF	Quantity	1
Siren / Bells Make / Model	INDOOR/ OUTDOOR	Quantity	1EA
Panel Reporting Format	CELL COMMUNICATOR W/ TOTAL CONNECT APP	Location	TBD

## System Warranty:

Equipment: One (1) Year. Labor: Ninety (90) Days.

All Services Accepted Subject To Terms / Conditions On Reverse.

Any installation over \$10,000 must be co-signed by a Turner family member.

TURNER SECURITY SYSTEMS, INC.

TERRY A CAMPBELL

Authorized Representative

ACE#71080

Title

Signature

Date

Signature

Date

Company or Residential Name

Authorized Representative / Title

E-Mail Address

Fax#

Print Name

Signature

Date



- 2. GENERAL SERVICES PROVIDED:** CLIENT and TURNER SECURITY SYSTEMS, INC. ("TURNER") hereby mutually agree that TURNER shall furnish alarm monitoring in the amount and at the rates and at the location described in the Schedule of Security Service on the reverse side hereof. Such service will be provided in accordance with mutually approved, written surveillance and shall be subject to all of the terms and conditions hereof.
- 3. TERM OF AGREEMENT:** This Agreement shall be for a term of three (3) years (the "Initial Term"). Following expiration of the Initial Term, this Agreement shall automatically be renewed for successive two (2) year terms unless either party notifies the other in writing of its intention to terminate this Agreement, not less than ninety (90) days prior to the expiration of the original term or any renewal term thereof.
- 4. INSTALLATION AND DESIGN OF SYSTEM:** CLIENT authorizes and empowers TURNER to install or cause to be installed an alarm system (the "System") as set forth herein. The System shall include, but not be limited to electromagnetic contact switches. The alarm system will activate only if the door or window is opened and may not activate if glass or paneling in the door or window is broken or removed. CLIENT ACKNOWLEDGES THAT ADDITIONAL PROTECTION OR MORE SECURE TRANSMISSION FACILITIES MAY BE OBTAINED FROM TURNER OVER AND ABOVE THAT PROVIDED HEREIN AT ADDITIONAL COST. Additionally, TURNER will also maintain, as a part of the system, an appropriate off-site monitoring station where alarms may be monitored by TURNER employees(s).
- CLIENT warrants that it has full authority from the owner and/or person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. CLIENT authorizes use of electrical outlets required and necessary current through his meter for the installation and operation of the system at his expense. CLIENT shall, at his own expense, make any necessary repairs or changes to CLIENT's premises, as requested by TURNER, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of TURNER in writing within thirty (30) days after completion of the installation; otherwise, the installation shall be deemed totally satisfactory to and accepted by CLIENT. TURNER assumes no liability for delay in installation of the equipment, or for the interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or availability of telephone service, acts of God, or for any cause beyond the control of TURNER and will not be required to supply service to CLIENT while interruption of service due to any such cause may continue.
- 5. MONITORING SERVICE:** Upon detection of an alarm signal requiring a response, as determined by TURNER, in its sole and absolute discretion, TURNER's monitoring facility shall make every reasonable effort, to notify the appropriate police or fire department, or other persons or entities designated by CLIENT in writing to TURNER, unless there is a reasonable cause to assume that an emergency condition does not exist. TURNER reserves the right to verify all suspicious activity by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service.
- CLIENT acknowledges and agrees that TURNER employees at the monitoring station and monitor multiple alarms simultaneously. While TURNER makes every effort to train and supervise its monitoring personnel, CLIENT acknowledges that it will not hold TURNER, or its monitoring personnel, liable for any negligence during its monitoring process.
- 6. CANCELLATION:** (Residential Only). YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.
- 7. REPAIR SERVICE:** All repairs to the System, necessitated by ordinary wear and tear, shall be at client's expense. If not otherwise brought to the attention of TURNER by CLIENT, repair service shall be completed, to the extent reasonably possible and practicable, within twenty-four (24) hours of detection, Monday through Friday 8:00 a.m. - 5:00 p.m. During the period that the System is inoperable, to any degree, Labor charges shall be for a minimum of one (1) hour for each visit to CLIENT's premises and at prevailing rates. Payment of charges for repair service shall be paid upon completion of the work.
- 8. INTERRUPTION; CANCELLATION; TERMINATION:** TURNER assumes no liability for interruption of monitoring or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failure, acts of CLIENT, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of TURNER and will not be required to supply service to CLIENT while interruption of service due to any such cause may continue. This Agreement may be suspended or canceled, at the option of TURNER, if CLIENT's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.
- 9. TRANSMISSION LINES:** CLIENT shall pay all charges made by any telephone company or utility for installation and service charges of telephone or DSL lines and related equipment (including jacks) connecting CLIENT's protected premises to the monitoring facility. CLIENT acknowledges that if a digital communicator is used the signals from the System will be transmitted over CLIENT's regular telephone lines or DSL lines, and in the event CLIENT's line is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from the System will not be received at the monitoring facility during any such interruption in service and the interruption will not be known to TURNER. CLIENT further acknowledges and agrees that telephone company or DSL lines are placed wholly beyond the control and jurisdiction of TURNER and are maintained by the applicable company from when service is contracted.
- 10. INCREASE IN TAXES OR UTILITY CHARGES:** CLIENT acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any. TURNER shall have the right, at any time, to increase the monthly charges, provided herein, to reflect any additional taxes, licenses, permits, fees or charges which hereafter may be imposed on TURNER by any utility or governmental agency relating to the service provided under the terms of this Agreement and CLIENT agrees to pay the same.
- 11. TITLE TO EQUIPMENT; REMOVAL OF SYSTEM (only applies to leased equipment):** CLIENT acknowledges and agrees that this Agreement is a service agreement only and that THE ENTIRE SYSTEM SHALL AT ALL TIME REMAIN THE SOLE PROPERTY OF TURNER. CLIENT will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but authorized agents of TURNER. In the event of loss or damage to the System or any part thereof, CLIENT agrees to pay TURNER the reasonable value thereof or cost of repair as the case may be. At the expiration of this Agreement or in the event of any default in performance by CLIENT, TURNER is authorized to enter upon the premises of CLIENT and to remove all or any portion of the System. TURNER may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. CLIENT shall allow Turner to remove the System. In the event Client attempts or in fact removes the System Client agrees that Client will be charged the full and current value of a new System. CLIENT agrees that installation of the System does not create a fixture to CLIENT's Premises. In the event CLIENT is not the owner of the premises, CLIENT hereby warrants that CLIENT has secured the written consent of the owner for the installation and removal of the system.
- 12. CLIENT'S DUTIES:** CLIENT will instruct all who use the system on its proper procedure. CLIENT shall carefully and properly test and set the alarm system immediately prior to securing the premises. If any defect in operation of the system develops, or in the event of a power failure or other interruption at CLIENT's premises, CLIENT shall notify TURNER immediately. CLIENT agrees to furnish to TURNER a written list of names, titles, addresses, and phone numbers of all persons authorized to be notified in the event of an emergency, and a daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to TURNER in writing. CLIENT shall obtain at CLIENT's sole expense all necessary permits and licenses that may be required by any governmental agency for the use and operation of the System. When any device or protection is used including but not limited to space protection, (i.e., Ultra-Sonic, Microwave, Infra Red, etc.) which is affected by turbulence of air, occupied air space change or other disturbing conditions, CLIENT shall turn off and/or remove all things animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed period while the System is on. CLIENT shall provide all electrical currents and outlets necessary for the operation of the System. CLIENT shall obtain at CLIENT's sole expense all necessary permits and licenses that may be required by any governmental agency for the use and operation of the alarm system. When any device or protection is used including but not limited to space protection (i.e., Ultra-Sonic, Microwave, Infra Red, etc.) which is affected by turbulence of air, occupied air space change or other disturbing conditions, CLIENT shall turn off and/or remove all things animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed period while the System is on. CLIENT shall provide all electrical currents and outlets necessary for the operation of the System.
- 13. TURNER'S LIABILITY/DISCLAIMER OF WARRANTIES:** TURNER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY BURGLARY, FIRE, HOLDUP, OR OTHERWISE; R THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED. CLIENT ACKNOWLEDGES AND AGREES; THAT TURNER HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES; INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 23 AND 24 WHICH SET FORTH TURNER'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANY ONE ELSE.
- 14. BINDING AGREEMENT:** THIS AGREEMENT SHALL NOT BE BINDING UPON TURNER UNLESS EITHER (A) APPROVED IN WRITING BY MANAGER OF TURNER OR (B) TURNER COMMENCES SERVICE. IN THE EVENT OF NON APPROVAL, THE SOLE LIABILITY OF TURNER SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO TURNER BY CLIENT UPON SIGNING OF THIS AGREEMENT.
- 15. SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement may be suspended or canceled without notice at the option of TURNER if the monitoring facilities or CLIENT's premises, or the System are destroyed by fire or other catastrophe, so substantially damaged that it is impractical to continue service, or in the event TURNER is unable to render service as a result of any action by any governmental action.
- 16. DELINQUENCY; RECONNECT CHARGE:** In the event any payment due hereunder is more than ten (10) days delinquent, TURNER may impose and collect a late charge on the amount of the delinquency at the maximum rate then permitted by California Law. If CLIENT fails to make payments as specified herein, CLIENT agrees to pay reasonable attorney fees and other legal expenses associated with collection of CLIENT's account(s), and to pay TURNER's reasonable collection costs associated with collection of the amount(s) due. If the System is deactivated because of CLIENT's past due balance, and if CLIENT desires to have the system reactivated, CLIENT agrees to pay in advance to TURNER a reconnect charge in the amount of \$100.
- 17. CHANGE IN OWNERSHIP OF CLIENT'S PREMISES:** CLIENT acknowledges that the sale or transfer of CLIENT's premises shall not relieve CLIENT of his duties and obligations under this Agreement. CLIENT may not assign or permit anyone to take subject to this Agreement without the prior consent of TURNER.
- 18. ASSIGNEES AND SUBCONTRACTORS OF TURNER:** TURNER shall have the right to assign this Agreement to any other person, firm or corporation without notice to CLIENT and shall have the further right to subcontract any services which it may perform. CLIENT acknowledges that this Agreement, and particularly those paragraphs relating to TURNER's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees, and/or subcontractors, and that they bind CLIENT with respect to said assignees, and/or subcontractors with the same force and effect as they bind CLIENT's TURNER.
- 19. DEFAULT BY CLIENT:** If CLIENT fails to pay any amount within ten (10) days after the same is due and payable, or if CLIENT fails to perform any other provisions of the Agreement within ten (10) days after TURNER has requested in writing performance thereof, TURNER may terminate this Agreement. If any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against CLIENT, or his property, or if CLIENT makes any assignment for the benefit of creditors, CLIENT and any Trustee or Assignee appointed to take charge of CLIENT's assets shall elect within in thirty (30) days to assume or reject this Agreement. If assumed, the party assuming this Agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to TURNER assurances of future performance of all of CLIENT's duties and obligations, including the ability to pay all periodic charges due hereunder. If CLIENT fails to assume this Agreement, to cure all defaults, or to provide TURNER with adequate assurances of future performance, TURNER shall have the right to terminate this Agreement. If TURNER terminates this Agreement pursuant to the provisions of the section, TURNER shall be entitled to recover from CLIENT all sums TURNER may be entitled to under law including, without limitations, loss of profits. CLIENT's abandonment of the premises shall not relieve CLIENT of its obligations under the terms of this Agreement. CLIENT shall also reimburse TURNER for any legal expenses TURNER incurs in defending itself against any such claims, which CLIENT fails to defend, together with any legal expenses TURNER incurs in enforcing any of the terms, conditions, covenants or promises of this agreement.
- 20. LIQUIDATED DAMAGES TO TURNER FROM CLIENT IN EVENT OF CANCELLATION:** CLIENT acknowledges that as a direct result of the Agreement, TURNER has and will continue to make a substantial investment in inventory, equipment and personnel in order to provide alarm system services and that it would be impractical or extremely difficult to fix TURNER's actual damages in the event of the breach of the Agreement by CLIENT. Accordingly, if CLIENT should cancel, breach or otherwise terminate this Agreement, or any extension thereto prior to the end of the term or applicable renewal term for any reason other than those expressly permitted in this Agreement, CLIENT shall pay TURNER as liquidated damages and not as a penalty, an amount equal to 110% of the monthly service charge period multiplied by the number of months remaining in the unexpired term of the agreement. CLIENT hereby grants TURNER or any assignor the right to verify employment or run a credit report to assess CLIENT's ability to fulfill its financial obligation under this agreement. Should suit be commenced to enforce any of the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and the Court of jurisdiction shall be in Fresno County. Furthermore, CLIENT will be responsible for a \$75.00 bookkeeping fee if the account is assigned to a third party for collections. Turner reserves the right to apply a restocking fee to accounts that are cancelled by CLIENT.
- 21. TURNER IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:**
- 21.1** It is understood and agreed: That TURNER is not an insurer; that insurance if any, shall be obtained by CLIENT; that the payments provided herein are based solely on the value of the service as set forth herein and are unrelated to the value of the CLIENT's property or the property of others located on CLIENT's premises; that TURNER makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the system or series supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. CLIENT acknowledges that it is impractical and and extremely difficult to fix the actual damages, if any, which may proximately result from TURNER's negligence, or from TURNER's failure to perform any of the obligations herein, including, but not limited to installation, monitoring or repair service, or the failure of the system to properly operate with resulting loss to CLIENT because of among other things:
- 21.1.1** The uncertain amount or value of CLIENT's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- 21.1.2** The uncertainty of the response time of TURNER or of any police or fire department, paramedic unit or others, should they be dispatched as a result of a signal being received or an audible device sounding;
- 21.1.3** The inability to ascertain what portion, if any, of any loss of property, personal injury or death would be proximately caused by TURNER's failure to perform or by its equipment to operate.
- 21.1.4** The nature of TURNER's service.
- 21.2** CLIENT understands and agrees that if TURNER should be found liable for loss or damage due from: (i) failure of TURNER to perform any of the obligations herein, including but not limited to installation, monitoring, response, or repair service; (ii) the failure of the services or equipment in any respect whatsoever; or (iii) TURNER's negligence, TURNER's liability shall be limited to a sum equal to the total of twelve (12) monthly payments or actual damage, whichever is the lesser, as liquidated damages and not as a penalty, and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this Agreement, or from negligence of TURNER, its agents, servants, assigns or employees.
- 22. THIRD PARTY INDEMNIFICATION:** When CLIENT ordinarily has the property of others in his custody, or the System extends to protect other persons or the property of others, CLIENT agrees to and shall indemnify, defend and hold harmless TURNER, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including TURNER's performance or failure to perform and including installation, inspection, tests, repair service, monitoring, response, or non-operation of the System, whether based on negligence, contribution, indemnification, warranty, or strict or product liability on the part of TURNER, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of TURNER is on-or-about CLIENT's premises, and are solely and directly cause by said employee.
- 23. LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** CLIENT acknowledges that the statute of limitations for the commencement of action under written contract is four (4) years, and both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefor. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in anyway to this Agreement (whether based upon contract, negligence or otherwise). The parties agree that the one year limitation period shall begin to run at the end of the contract term. It is further understood that if the contract has been renewed the one year limitation period shall run from the end of the current contract term.
- 24. SUBROGATION:** So far as it is permitted by CLIENT's property insurance coverage, CLIENT hereby releases, discharges and agrees to hold TURNER harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance or on the CLIENT's premises whether said claims are made by CLIENT, his agents, or insurance company or other parties claiming under or through CLIENT. CLIENT agrees to indemnify TURNER against and defend and hold TURNER harmless from any action for subrogation which may be brought against TURNER by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney fees. CLIENT shall notify his insurance carrier of the terms of this provision.
- 25. FALSE ALARMS:** In the event an excessive number of false alarms are caused by CLIENT's carelessness, malicious action, or accidental use of the system, or in the event CLIENT in any manner misuses or abuses the system, TURNER in its sole discretion deem same to be a material breach of contract on the part of CLIENT and, at its option, in addition to all other legal remedies set forth below, be excused from further performance, upon the giving of ten (10) days written notice to CLIENT. TURNER's excuse from performance shall not affect its right to recover damages from CLIENT in the event of a charge for TURNER's response or a fine, penalty or fee is assessed against TURNER by any governmental or municipal agency as a result of any alarm originating from CLIENT's premises. CLIENT agrees to forthwith reimburse TURNER for same. In the event the monitoring facility receives more than five (5) false alarms in any twelve month period cause by CLIENT's misuse of the system or failure to properly operate the system, CLIENT agrees to pay a false alarm fee for each false alarm in excess of five (5) at TURNER's then prevailing false alarm charge rate. CLIENT represents that he fully understands that the system, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of TURNER and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the system nor as malfunction thereof, nor shall any or all of such alarms excuse any of the obligations of CLIENT as set forth in this Agreement.
- 26. AUDIBLE ALARMS:** CLIENT acknowledges and understands that external audible devices are designed to automatically shut-off after it has sounded for not more than thirty (30) minutes and must be manually restored.
- 27. INVALID PROVISIONS:** In the event any of the terms or provisions of the Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- 28. ENTIRE INTEGRATED AGREEMENT, MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understanding or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver or any succeeding breach.
- 29. TURNER'S LICENSES:** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA, 95814.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD.

ANY QUESTIONS

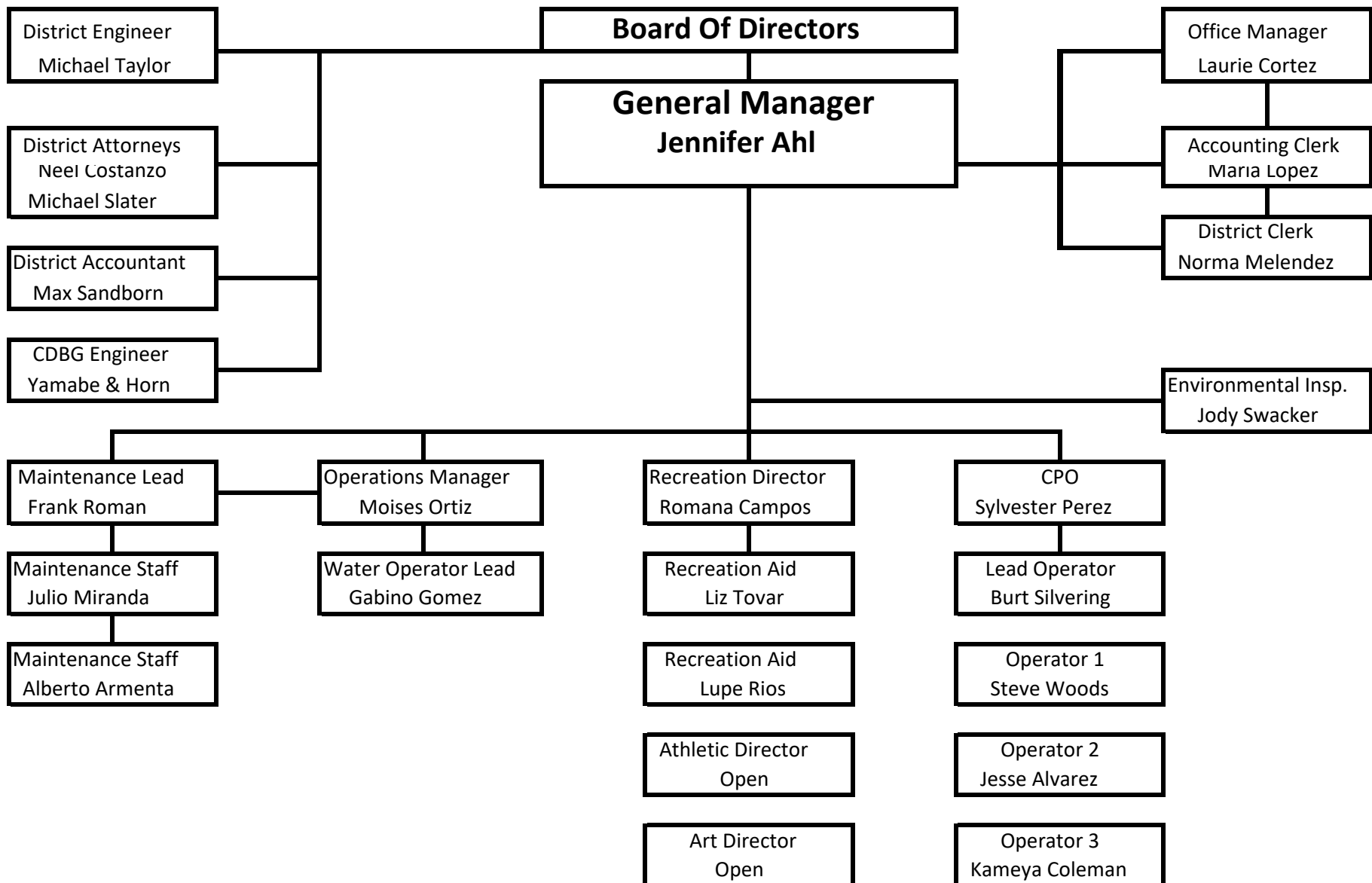
THE REGISTRAR WHOSE ADDRESS IS:

CONTRACTOR STATE LICENSE BOARD. 3132

MAILING ADDRESS: P.O. BOX 26000. SACRAMENTO, CALIFORNIA 95826



## item 6.c.





## **MALAGA COUNTY WATER DISTRICT**

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 - FAX: 559-485-7319

### **BOARD OF DIRECTORS**

CHARLES E. GARABEDIAN JR.  
**PRESIDENT**

SALVADOR CERRILLO  
**VICE-PRESIDENT**

IRMA CASTANEDA  
**DIRECTOR**

FRANK CERRILLO JR.  
**DIRECTOR**

CARLOS TOVAR JR.  
**DIRECTOR**

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JENNIFER AHL- **GENERAL MANAGER**

Thursday, March 19, 2020

### **Daily Staff Teleconference**

Start Time: 10:00A.M.

End Time: 10:37A.M.

Staff Present: Jennifer Ahl, Laurie Cortez, Romana Campos, Norma Melendez, Moises Ortiz, Sylvester Perez, Jody Swacker

### **District Office Report by Laurie Cortez**

- Maria will be coming into the office in the afternoon.
- Laurie suggested to change back to the automated system due to the current emergency. This will ensure that on-call staff will be contacted in the case of emergency. The General Manager, Jennifer Ahl, approved of this change for the time being.

### **Pretreatment Report by Jody Swacker**

- Did not have anything on his agenda for today.
- GM suggested for him to set-up e-mail on his phone so he is connected on a daily basis even when he is not in his office. Jody will ask Sylvester or PC Solutions to help with the set-up.

### **Wastewater Treatment Facility Report by Sylvester Perez**

- He and Burt Siverling were at the plant today. No problems to report.
- Will have staff that comes in on the other days to write down "duties of the day" notes and will be submitted to him at the end of their shift.
- Sylvester will touch base with whomever is available at the district office so he is able to scan documents that need to be submitted.

### **Recreation Report by Romana Campos**

- There will be a schedule adjustment for maintenance staff. Schedule will be e-mailed to department heads.

- Clarified to maintenance staff that they need to be available at all times by phone.
- Will hold meetings with staff on Tuesday's at 9:30a.m. to help set-up for food commodities and to discuss ways to keep organized.
- Will continue with pool maintenance.
- Food-For-Share will be held every Tuesday from 12:00p.m. to 1:30p.m.

#### **Operations Manager Report by Moises Ortiz**

- Spoke to the Water Board and they recommended taking extra water samples to test for bacteria. Moises feels like there is no need to do so at this time and should continue with what is already implemented.
- Well #6 was waterlogged which prevents obtaining the proper pressure. They will continue to monitor the well.
- Moises will be on-site in the mornings. Gabino will be on-site in the afternoons.

#### **General Managers Report by Jennifer Ahl**

- Will be having a ACWA/JPIA to receive insurance information regarding COVID-19.
- Suggested to department heads to send schedules to everyone. This will ensure that everyone is aware of who is on-site for the day. Also to have a back-up plan in the case a staff member is not able to come into work.
- ACWA Spring Conference has been cancelled. Will have a teleconference meeting to receive more information.
- Jennifer will be at the park on Tuesday to help with food share preparations.

#### **End of Meeting Comments**

- Laurie asked Jennifer if she should mail board member checks which are usually given the day of the regular board meetings. Jennifer would like to give the board members the option of picking it up otherwise they will be mailed.
- Romana asked if regular uniform service will be available. Laurie confirmed she will be at the office on Wednesday's in case of any missed deliveries.
- Moises suggested to dead bolt any other doors so they are not compromised during the time staff is not at the center.

\*\*\*end\*\*\*

*Department Schedules in the next pages*

## Recreation

Monday- 10 am - Frankie

Tuesday- All rec staff- 9:30am to 2:30 pm. - set-up, bag and clean- up except Julio.

Food to Share: 12:00p.m. to 1:30p.m.

Wednesday- 10 am - Romana

Thursday- 10 am -Lupe

Friday- 10 am - Lizz

Saturday- 10am - Romana

Sunday- 10 am - Albert

All staff to be call available from 9:00 am to 6:00pm

- except Albert - Monday and Wednesday.

On call 3/15 to 3/21 Romana

On call 3/22 to 3/28 Frankie

On call 3/29 to 4/4 Lizz

On call 4/4 to 4/11 Lupe

WWTP

## "MARCH 2020"

STAND BY	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
0700-1530	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
1 Perez		8	8	8	8	8			8	8	8	8		4	4	8	8	8	3					3		3					4
2 Siverling		8	8	8	8	8			8	8	8	8	4			T	T	T	3	3				3				4	4		H
3 Alvarez		8	8	8	8	8			8	8	8	8	4			8	8	8			4	4	3		3					3	H
4 Coleman		8	8	8	8	8			8	8	8	8	4			8	8	8		3			3	3	3	3	3			3	H
5 Woods		8	8	8	8		4	4	8	8	8	8	4			8	8	8													H
6 Swacker		8	8	8	8	8			8	8	8	8	4			8	8	8													H
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Shelter in Place Order due to COVID-19

## Waste Water Treatment Facility

### **Pre-treatment Department**

Jody will be coming in on a daily or every couple days to drive by Industries and check emails. Will probably come in before or after the daily teleconference staff meetings at 10:00A.M.

### **District Office**

Laurie-- Monday's and Wednesday's 9-12

On Mondays I will make deposits, misc office work.

Wednesday-payroll every other week and Misc office work

Maria-- Tuesdays and Thursday's 1-3

Tuesday-Open mail, make copies and post customers payments and misc office work

Thursday-Open mail, make copies, post customer payments and misc office work

Jenn-- Friday's and weekends

*Time may vary depending on staff.*

### **Water Department**

Gabino- 2:00pm start time. Daily check of wells and USA's. Will be on-call from March 19 until March 29, 2020.

Moises- 7:00am start time. Daily checks of wells and production. USA's and backflow compliance.



## **MALAGA COUNTY WATER DISTRICT**

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 - FAX: 559-485-7319

### **BOARD OF DIRECTORS**

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**DIRECTOR**

CARLOS TOVAR JR.  
**DIRECTOR**

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JENNIFER AHL- **GENERAL MANAGER**

Friday, March 20, 2020

### **Daily Staff Teleconference**

Start Time: 10:05A.M.

End Time: 10:41A.M.

Staff Present: Sylvester Perez, Norma Melendez, Laurie Cortez, Jody Swacker, Romana Campos, Jennifer Ahl and Moises Ortiz.

### **District Office Report by Laurie Cortez**

- District Office staff were having trouble connecting remotely to the District Office computers. PC Solutions were contacted to help with the issue.
- Maria was at the office and was able to restart all computers to facilitate connection.
- Office phones were taken home so staff is able to answer incoming calls to the office.
- Laurie e-mailed all board members to ask if they will want to pick up their checks or if they want it to be mailed. Only one response was received.
- Laurie requested that all time sheets be turned in by this Monday, 3/23/2020, by e-mail.

### **Pretreatment Report by Jody Swacker**

- Came in this morning to work on monthly reports and check on Industries. Worked from 7:30am to 9:30am.
- Noticed that most businesses are operating as usual.

### **Wastewater Treatment Facility Report by Sylvester Perez**

- No technical or mechanical issues to report.
- Burt has returned from the workshop. He is doing well, and the workshop was very beneficial for him.

### **Recreation Report by Romana Campos**

- Has received proposals from Turners and Matson Alarm for security systems at the recreation center. Will be following up with online reviews to see which company will be the best to provide the service.
- Suggested to add action item to the agenda of the regular board meeting of March 24, 2020 to potentially cancel events from April 1 through April 15. Such cancellations will be made every two weeks, if needed.
- Lupe was at the center on Thursday and Lizz will be at the center today, Friday. No incidents to report.
- Will be receiving copies of the center rentals in April. Will be cancelling rentals.

### **Operations Manager Report by Moises Ortiz**

- Well #6 will be back online this afternoon. Gabino will be there to confirm.
- Everything looks good around the District.
- Moore Twinning: any samples submitted to them will have a slower turn around time to receive results.

### **General Managers Report by Jennifer Ahl**

- Confirmed that the ACWA conference has been rescheduled for June, 2020.
- LAFCO is closed.
- JPIA mentioned that if any member of the family gets sick due to COVID-19, they will be able to apply for FMLA leave.
- Will be having a full staff teleconference meeting on Monday, 3/23/2020 at 10:00am. Norma will be sending out notifications to the staff.

### **End of Meeting Comments**

*WWTF Weekly Schedule Provided in the next page*

## WWTF Weekly Schedule

### COVID-19 SCHEDULE

#### MONDAY

Full Lab  
Start 24HR Sampler 8:30  
1HR Waste to WAS --TO DIGESTER  
Inspect the perimeter and ponds  
Readings and inspect the plant 8:30AM-9AM  
Spray down the mix liquor channel and Final  
Spray down DAFT  
Log everything you've done in the LOG BOOK!!!

#### TUESDAY

D.O's 7am-9am  
Weekly Samples to Moore Twining  
Monthly Samples to Moore Twining (1<sup>st</sup> week of the month)  
1HR Waste to WAS --TO DIGESTER  
Inspect the perimeter and ponds  
Readings and inspect the plant 8:30AM-9AM  
Spray down the mix liquor channel and Final  
Spray down DAFT  
Maintenance Work Orders  
Log everything you've done in the LOG BOOK!!!

#### WEDNESDAY

Full Lab  
1HR Waste to WAS --TO DIGESTER  
Inspect the perimeter and ponds  
Readings and inspect the plant 8:30AM-9AM  
Waste to the drying bed

Perform digester transfer  
Spray down the mix liquor channel and Final Log  
everything you've done in the LOG BOOK!!!

#### THURSDAY

1HR Waste to WAS --TO DIGESTER  
Inspect the perimeter and ponds  
Readings and inspect the plant 8:30AM-9AM  
Spray down the mix liquor channel and Final  
Spray down DAFT  
Maintenance Work Orders  
Log everything you've done in the LOG BOOK!!!

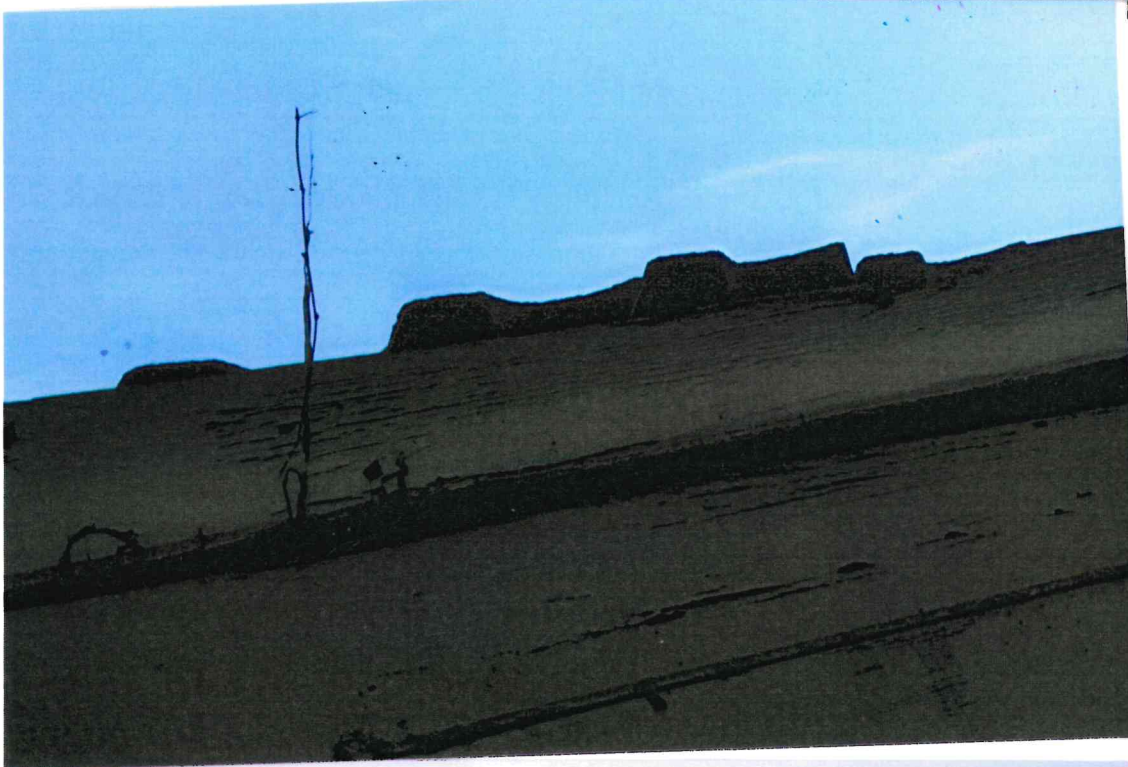
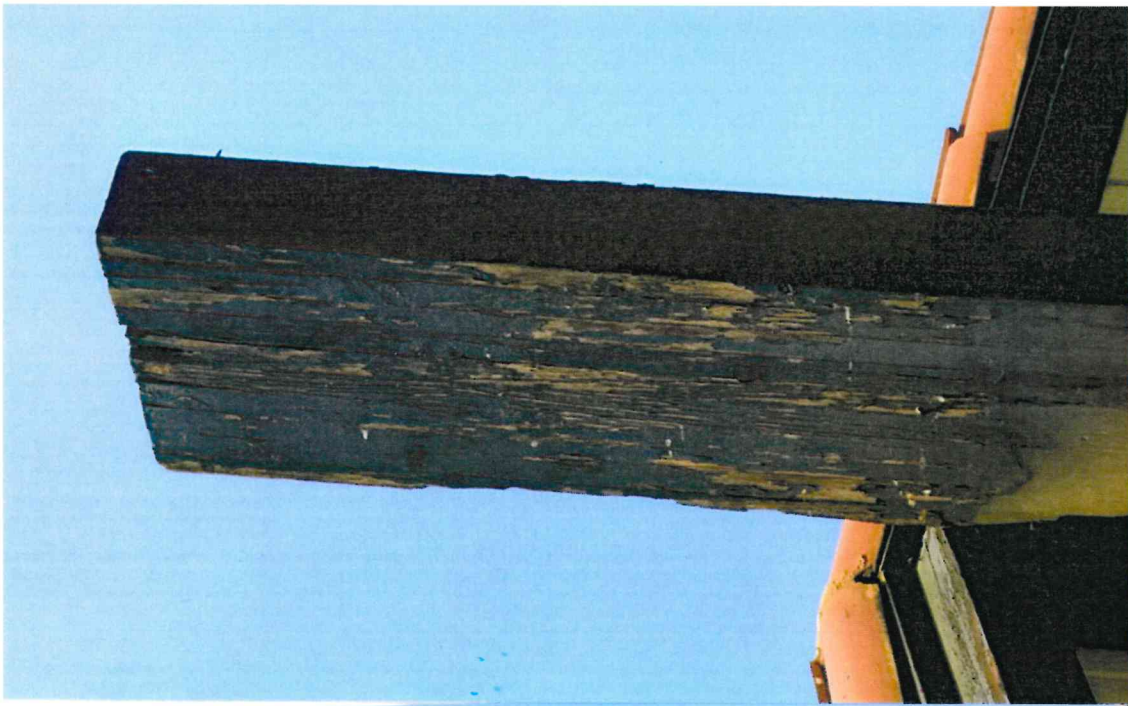
#### FRIDAY

Full Lab  
1HR Waste to WAS --TO DIGESTER  
Inspect the perimeter and ponds  
Readings and inspect the plant 8:30AM-9AM  
Spray down the mix liquor channel and Final  
Log everything you've done in the LOG BOOK!!!

#### SATURDAY/SUNDAY (WEEKEND DUTIES)

1HR Waste to WAS --TO DIGESTER  
Inspect the perimeter and ponds  
WEEKEND Lab  
Readings and inspect the plant 8:30AM-9AM  
Spray down the mix liquor channel and Final  
Log everything you've done in the LOG BOOK!!!





**item 10.a.**





**item 10.d.**

## **MALAGA COUNTY WATER DISTRICT**

3580 SOUTH FRANK STREET - FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 - FAX: 559-485-7319

### **BOARD OF DIRECTORS**

CHARLES E. GARABEDIAN JR.  
**PRESIDENT**

SALVADOR CERRILLO  
**VICE-PRESIDENT**

IRMA CASTANEDA  
**DIRECTOR**

FRANK CERRILLO JR.  
**DIRECTOR**

CARLOS TOVAR JR.  
**DIRECTOR**

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JENNIFER AHL- **GENERAL MANAGER**

03/18/2020

### **ATTENTION ALL CUSTOMERS,**

In response to the state of emergency resulting from the Covid-19 virus. The District has implemented emergency policies and procedures to ensure that there is no interruption in water, sewer and other essential services while protecting the health and safety of the public.

### **THE DISTRICTS WATER SUPPLY IS NOW AND WILL REMAIN SAFE TO DRINK.**

In order to limits person to person contact the District office will remain closed until at least April 1, 2020. If there is any issue that requires immediate attention, please call the office at 559-485-7353. Additionally, the recreation center and park facilities will remain closed to the public except for food commodities every other Wednesday and Food for Share on Tuesdays until at least April 1, 2020.

Please check the District webpage <https://www.malagacwd.org/> regularly for updates.

Thank you for all your community support and involvement. We will be back to business soon and will see everyone soon.

Regards,

**Jennifer Ahl**

General Manager  
Jennifer Ahl

# **Malaga County Water District: Important Information Regarding District Closures Due To COVID-19**

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## **District Office**

The District Office will be closed to the public in order to comply with social distancing. The gate to the District office will remain open to facilitate a payment drop-off. You can drop off your payments at the mail slot on the door. Exact change is encouraged as no change will be returned. You can also submit your payment by phone and online using a debit or credit card. American Express and check/ACH payments are NOT accepted online. If you wish to make a payment using an American Express credit card, please call the District Office.

<https://www.malagacwd.org/pay-my-bill>

In the case of a water or sewer emergency, please call the District Office at 559-485-7353. If there is no answer, please stay on the line. Our after-hours phone service will be available to contact our on-call personnel.

## **Malaga Park & Community Center**

The Malaga Park and Community Center will be closed. Any programs that were scheduled are cancelled until further notice. At this time, no new center rentals will be accepted until further notice.

**Food Commodities** canceled until further notice.

**Food-For-Share** will continue every Tuesday at 1:30p.m. and will be on a drive thru, pick and go basis. Bags will be prepared and ready for pick and go inside the park. No parking will be allowed inside the park. Any questions on food commodities call (559) 268-0404.

**If you have any questions, or you would like to make a payment over the phone, please call 559-485-7353.**