

RESOLUTION NO. 18-1261

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SECURE PACIFIC CORP FOR THE INSTALLATION, EQUIPMENT AND MONITORING OF A VIDEO SURVEILLANCE SYSTEM;

WHEREAS, the current video surveillance system became inoperable last winter during a power outage and wind storm. The system was over 12 years old at the time; and

WHEREAS, our Information Technology Director Robert Reed met with three companies to review video surveillance options for the city building located at 25510 Lawson ST; and

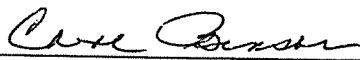
WHEREAS, the Secure Pacific Corp offered the most comprehensive, cost effective system, includes Cost covers all installation, labor, cameras and most other equipment. on-site repair at no cost, camera replacement at no cost (if due to normal wear and tear,) free annual inspections, and on-site training; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into an agreement with Secure Pacific Corp for the installation, equipment and monitoring of a video surveillance system.

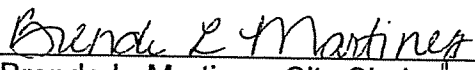
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF SEPTEMBER, 2018.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

Verified Peace of Mind[®]



Intrusion | Video Surveillance | Managed Access Control | Fire Detection

Systems Proposal

for

City Of Black Diamond

CCTV Proposal

Prepared For:

Jamey Kiblinger
Police Chief
City Of Black Diamond
(253) 631-1012
jkiblinger@blackdiamondwa.gov

Prepared By:

Jeremy Robinson
Security Consultant
Secure Pacific Corporation
(253) 312-0478
jrobinson@securepacific.com



Peace of Mind Guarantee

Our Peace of Mind Guarantee

It is our guarantee and commitment to you that during the term of your Quality Assurance Program you will receive the following:

Warranty

Secure Pacific will respond on-site and repair, at no additional cost, your Video Surveillance System should it fail due to normal wear and tear. While a Secure Pacific Customer.

Replacement Policy

Should any item fail, we will replace the item with a similar or better item at no cost to you.

Confidence

Secure Pacific will install a loaner item in the place of any component that is sent out for repair. This gives you 100% confidence that your system will provide you with the 24/7 security you deserve.

Service Guarantee

Secure Pacific guarantees the arrival of a service technician, on-site, ASAP or within (2) two hours from the time of your emergency service request.

Annual Inspection

Secure Pacific will arrive on-site at least once annually to perform scheduled preventative service to your Video Surveillance System.

Training

Whenever you request, Secure Pacific, at no additional cost, will provide on-site training for you and your staff on the proper use of your Video Surveillance System.

Technical Assistance

If needed, Secure Pacific will provide technical assistance to retrieve critical images from your recording device at no cost to you.

Satisfaction Guarantee

Secure Pacific offers a full, unconditional refund of your installation fee and removal of our equipment from your premises if, for any reason, at six month after installation you are dissatisfied with your Secure Pacific service.

Proposal Number: 27167-1-0
Date: August 22, 2018



As an Addendum to the Agreement between Secure Pacific and the client it is agreed:

1. **Warranty.** Beginning after seven (7) consecutive days from installation and operation in Client's premises of Secure Pacific security devices and equipment, Secure Pacific warrants to Client that said Secure Pacific security devices and equipment which are monitored by a Secure Pacific central station will detect and the central station will report to the proper agency any burglary by forcible intrusion into the interior areas of the Client's facility actually protected by the Secure Pacific Security System (the "Protected Facility"). In the event the Client's telephone line is inoperative during the burglary by forcible intrusion, then in lieu of the above warranty, Secure Pacific warrants to Client that if properly activated by Client, any audible device that is part of the Secure Pacific Security System at the Protected Facility will sound upon any burglary by forcible intrusion through a protected entry point into the Protected Facility. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.
2. **Scope of Warranty.** This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion through a protected point of entry into the Protected Facility which is undetected or unreported by the Secure Pacific Security System if said burglary occurs at a time the Secure Pacific Security System has been properly activated by the Client and at a time the Protected Facility is not occupied by Client or other authorized occupant ("Covered Event"). Covered Goods shall mean the Client's own tangible property and fixtures. It is further understood and agreed that the Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Client and the manufacturers of the various devices or equipment used in the Secure Pacific Security System and any such rights, limitations and responsibilities remain solely between those parties.
3. **Exclusions.** This Warranty does not extend to, and Secure Pacific or its agent shall have no liability for, the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior facility damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles, or other property not Covered Goods; (c) loss or damage which occurs at a time when the Protected Facility is occupied by a Client or other authorized occupant, or at a time when the Secure Pacific Security System has not been properly activated by the Client or operated in accordance with the instructions given to Client, or at a time when the Secure Pacific Security System is inoperative due to riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of Secure Pacific; (d) loss or damage occurring during a period of time that the Client has been previously notified by Secure Pacific or its agent that the Secure Pacific Security System would be inoperative; (e) loss or damage that occurs by reason of entry to the Protected Facility via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (f) loss or damage occurring in premises or a location other than the Protected Facility, such as satellite buildings, warehouses, garages, utility rooms, storage buildings, sheds, rooms added on, or any other premises not actually protected by the Secure Pacific Security System.
4. **Maximum Liability.** The maximum liability under this Warranty shall be Five Thousand Dollars (\$5,000) for the entire Protected Facility. If Covered Goods are lost or damaged as a result of a Covered Event, Secure Pacific or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Client; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Client without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars (\$50.00) per item of jewelry.
5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Secure Pacific Security System by Client in strict accordance with the instructions delivered to Client; and (b) any Covered Event must be promptly reported by Client to the police authorities and to Secure Pacific, and within seven (7) days after a Covered Event Client shall submit to Secure Pacific or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Client's original cost of each item, and any other information deemed necessary or desirable regarding such goods.
6. **Termination.** Secure Pacific or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Client. This Warranty is for the exclusive benefit of and is personal to Client and shall not inure to the benefit of any party (including insurers) other than Client.
7. **Waiver of Subrogation.** For the benefit of Secure Pacific or its agent, Client hereby waives any rights of subrogation against Secure Pacific that any insurer of Client may have, provided, however, that if this waiver shall cause the applicable insurance coverage of Client, if any, to be invalidated, this waiver shall be void and of no effect.
8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SIGNED THIS _____ DAY OF _____, YEAR OF _____

SECURE PACIFIC CORP

CLIENT

By: _____

LOCATION: _____

By: _____

Scope Of Work

Customer Details:

Site: 25510 Lawson Street, Black Diamond, WA, 98010

Billing: PO Box 599, Black Diamond, WA, 98010

Contact: Jamey Kiblinger (253) 631-1012, jkiblinger@blackdiamondwa.gov

- **Materials** - Our security solution includes all labor, wire and miscellaneous materials necessary to install the proposed system in a workmanship like manner. The installation will be in accordance to industry standards, regulations and codes.
- **Electric** - The client will provide the company with access to necessary electric(120VAC) connections.
- **Electric, Direct Connect** - Connections to panels and devices which require a 120VAC direct connect (do not plug in) will be made by a licensed high voltage electrician.
- **IP Communications** - The client will provide and maintain any required broadband public internet connection needed for monitoring or remote access to the system. The client will be responsible to provide a static IP address if required by the system. Secure Pacific Corporation will need to work with the client's IT professional to establish the needed IP addresses, subnet mask, default gateway and open ports as well as any firewall routing to enable the system communications. The client will make available the physical port connections to the network. Installation will begin after the needed connections and information is provided to the installing technician. Internet connection fees are the responsibility of the client.
- **Availability of Connections** - Required power, phone line, network and internet connections not available at the time of installation may result in an additional trip charge which will be invoiced separately.
- **Fire Drawings and Permits** - Where the State, City or municipality requires permits and drawings the company will provide all of the submittals and separately invoice the client for the expenses. Fire system designs are subject to the approval and inspection of the local Fire Marshal. Any additional specific devices that are required will be invoiced separately.
- **Payment Terms** - Deposit of 50% of installation amount required upon signing of agreement. Final balance due upon completion of installation.
- **Taxes** - All work and service are subject to sales tax unless client provides company with tax exemption form.
- **Electrical Permits** - Many jurisdictions require permits for the use of installation of an alarm system. Any permit fees are not included in proposal and will be billed separately if required.

Initials: _____

****Customer has Rack Space to hold this NVR, Customer will provide:**

1. 16port POE Switch
2. Rack mounted Surge
3. 24 port Patch Panel

We will supply cable to the Patch, and the 3" Cables 16 port Switch

Proposal Number: 27167-1-0
Date: August 22, 2018



Investment Summary

Customer Details:

Client: City Of Black Diamond
Site: 25510 Lawson Street, Black Diamond, WA, 98010
Contact: Jamey Kiblinger
Phone #: 253-631-1012

Security Consultant:

Name: Jeremy Robinson
Cell: 253-312-0478
Email: jrobinson@securepacific.com

CCTV

| QTY | Description |
|-----|-----------------------------------|
| 1 | 16-Channel 8TB NVR (30 Days) |
| 10 | 3' Cable |
| 1 | Indoor 4MP 2.8mm Mini Dome 30' IR |
| 1 | Mini Dome Wall Mount |
| 6 | Outdoor 4MP 4mm Bullet 90' IR |
| 2 | Indoor 6MP 360 Degree Dome 45' IR |
| 2 | 360 degree Wall Mount |

Labor Schedule for: CCTV

| QTY | Description | Rate | Ext. Price |
|-------|-------------------|----------|------------|
| 22.00 | Install | \$125.00 | \$2,750.00 |
| 4.00 | Difficulty Factor | \$125.00 | \$500.00 |

Investment Summary

| | |
|----------------------------------|-------------|
| Purchase Price, Excluding taxes: | \$9,803.00 |
| Applicable taxes: | \$680.68 |
| Purchase Price, Including taxes: | \$10,483.00 |
| Monthly Investment: | \$115.00 |
| Deposit Due in Advance: | \$5,242.00 |
| Balance Due Upon Completion: | \$5,242.00 |

Client Owns all Equipment

This proposal does not constitute a sales agreement. Price quoted above in effect for 30 days from date submitted. Acceptance of this security system quotation is subject to all terms and conditions of Secure Pacific Corporation's standard client agreement which must be executed prior to installation.

Security Consultant Signature: _____ Date: _____

Security System Quotation Approved: *James Robinson* Date: 9/7/18
(Customer Signature)

Secure Pacific Corporation
Federal Tax ID No. 20-8966510

CAMERA LAYOUT APPROVAL FORM

Job No.: 27167-1-0

Customer/Site Name: City of Black Diamond

| CAMERA # | TYPE | LOCATION & MOUNTING SPECIFICS | VIEW / TARGET | INDOOR | OUTDOOR | Video Verification |
|----------------|------------------|---|--|--------|---------|--------------------|
| <i>Example</i> | <i>Mini dome</i> | <i>Main Office / SW corner above shelf</i> | <i>Front door and reception desk</i> | X | * | |
| 1 | Bullet | Outside / NW Corner on Walkway | Parking Lot | | X | |
| 2 | Bullet | Outside / W Corner of building | Parking Lot / Police Cars | | X | |
| 3 | Bullet | Outside / S Corner of building | Generator / Back Alley | | X | |
| 4 | Bullet | Outside / SE Corner of Building | Back Drive Way / Back Door | | X | |
| 5 | Bullet | Outside / NE Corner of Building | Side Parking Lot facing South | | X | |
| 6 | Bullet | Outside / NE Corner of Building | Side Parking Lot Facing North | | X | |
| 7 | Dome | Council Room / SE Corner | Council Room | | X | |
| 8 | 360 | Inside Hall Way / Center of 3 way passage | Door / Window to Police , Window Door Court Office, Hallway to front door | | X | |
| 9 | 360 | Outside under walkway / N Center of entry way | Main Entry, Parking lot walkway, Walkway from Road | | X | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | | | | | | |

Approving Contact Name: _____

Approving Contact Title: _____

Approving Contact Signature: _____

NVR Size: _____

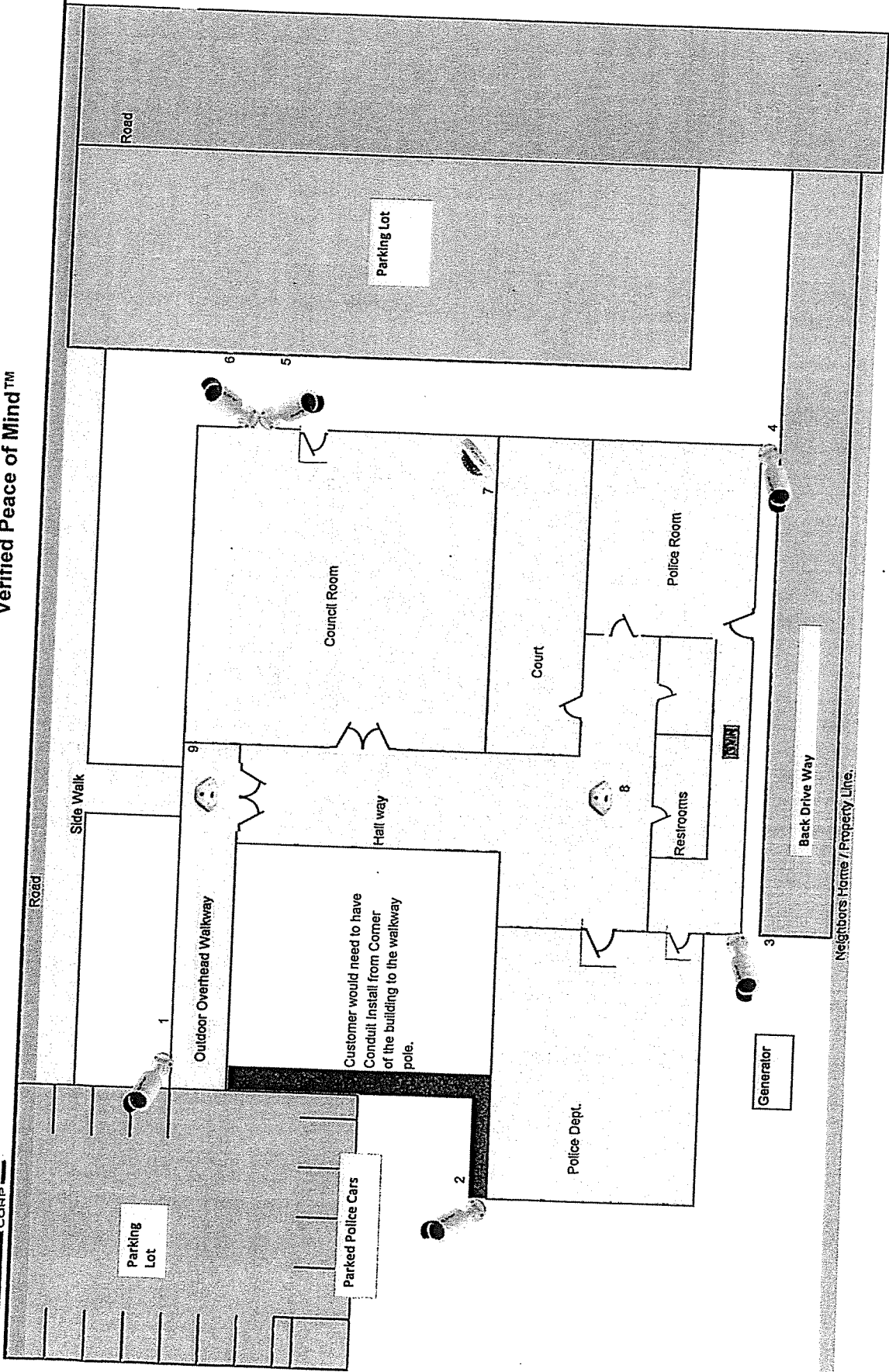
NVR Location: _____

Sales Consultant: _____

Please note > Should the placement of the cameras changes, there may be additional costs involved.



Verified Peace of Mind™





Client Agreement No. 27167-1-0
Date: 08/22/2018

COMMERCIAL ALARM SYSTEMS SALES AND SERVICE AGREEMENT

CLIENT AGREEMENT NO. 27167-1-0

This AGREEMENT is made this 22nd day of August, 2018, by and between SECURE PACIFIC CORP (hereinafter "We" or "Us"),
and Customer: City Of Black Diamond (hereinafter "You" or "Your"). Phone: (253) 631-1012

Address: 25510 Lawson Street City: Black Diamond State: WA Zip: 98010

Billing Address: PO Box 599 Black Diamond, WA, 98010

TYPE OF SYSTEM AND SERVICES:

☐ Burglary ☐ Access Control ☒ CCTV ☐ Fire ☐ Holdup ☐ Other _____ ☐ Standard Monitoring ☐ Verified Monitoring
☐ Other Services _____

Transmission Type: ☐ Land line Telephone ☐ Cellular/GSM ☐ Internet

All equipment is the personal property of ☐ Dealer ☒ Client

Service: Full service warranty on all parts and labor for normal maintenance for as long as Secure Pacific provides monitoring

1. **INSTALLATION AND SERVICE.** We will sell and install, provide warranty and after-warranty repair service, for the security systems (individually or collectively the "System" or "Sold System") checked above and described on the attached Security Equipment Schedule and in the Service statement above. In addition, monitoring and other services described herein for the alarm system(s) installed on your premises will be provided. You will, at your sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation, operation and use of the System.

2. PRICE, PAYMENT AND TERM.

| | | | | | |
|---------------|--------------------|--------|------------|--------------|--------------------------|
| INSTALLATION: | \$9,803 | \$0.00 | \$9,803.00 | (4,901.50) | 4,901.50 |
| | | Tax | Total | Down Payment | Balance Upon Completion |
| MONITORING: | 115 | 0.00 | 115.00 | | Per Month Billed Monthly |
| | Payable in Advance | Tax | Total | | Payment Mode |

Monitoring of the System(s), and other services may not be provided until the sales/installation price is paid in full. We will retain title to the System until the complete sales/installation price is paid. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by law. We may file a mechanic's lien pursuant to state law if you fail to pay the entire sales price.

2.1 **SERVICES FEE; FINANCIAL DISCLOSURES.** For monitoring and service of the System and other contracted services, you will pay us a monthly or quarterly payments in advance, starting on the first day of the month following the month in which monitoring service begins. In addition, you will pay the pro-rated services fee for the month in which monitoring service starts. The first payment for monitoring service is due when we complete the System. There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above is the total cash price and total cost of credit for monitoring service. If you fail to make any payment when due, we may cease monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. We will also charge a fee for interest on all past due accounts. See Section 13 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.

TERM. For monitoring service, the original term of this Agreement starts on the day monitoring begins and continues for five (5) years plus the portion of the month in which monitoring starts. This Agreement will automatically continue from year to year thereafter unless canceled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term. Upon termination of this Agreement for any reason, You agree to permit us to enter Your premises and disconnect Your system from our monitoring network.

2.2 **INCREASE IN SERVICES FEE.** You acknowledge that the services fee is based upon existing federal, state and local taxes or fees, and any utility charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, fees or charges (including services fees) which may be charged to us by our monitoring or any utility or governmental agency relating to the installation of the System or the monitoring service and you agree to pay the same. In addition, so that we may properly adjust our rates to meet changing costs, we may, at any time (but not more than once in any twelve (12) month period) after the expiration of one (1) year from the date of this Agreement, increase the annual Services fee by giving you notice in writing. In the event the increase exceeds more than 10% and you are unwilling to pay the increased charges, you may terminate this Agreement upon giving us written notice within thirty (30) days from the date of notice of the increase. Your failure to notify us within said thirty (30) days shall constitute your acceptance of the increase.

3. LIMITED WARRANTY.

3.1 **WHAT IS COVERED:** FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE CAN USE NEW OR USED PARTS OF THE SAME QUALITY, AND WE MAY KEEP ANY REPLACED PARTS. AN EXTENDED WARRANTY ON ALL SYSTEMS COVERING ALL PARTS AND LABOR IS AVAILABLE. THIS EXTENDED WARRANTY, IF IN FORCE, IS NOTED ABOVE UNDER THE HEADING "SERVICE". 3.2 **HOW TO GET SERVICE:** CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE BOTTOM OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES AT OUR PREMIUM LABOR RATE.

3.3 **WHAT IS NOT INCLUDED:** REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES THAT WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

3.4 **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

4. **OUR LIMITED LIABILITY.** Sections 16 and 17 on the reverse side of this Agreement limit our liability to the lesser of \$1500.00 or twelve (12) times the monthly services fee, whichever is less, if you or anyone else suffers any harm (damage or loss of property, personal injury, or death) because the System failed to operate properly or we were careless or acted improperly. You have had the opportunity to talk to our security representative about this limitation and you know that you may obtain a higher limitation of our liability by paying an additional periodic fee to us.

5. **TERMS ON REVERSE.** All of the terms on the reverse side of this page and on all attachments are part of this Agreement. Read them before you sign below.

| | |
|---|---|
| SECURE PACIFIC CORP ADDRESS: 5911 Orchard Street W CITY: Tacoma STATE: WA PHONE: (253) 473-3812 LICENSE NUMBER: 602649498 | CITY OF BLACK DIAMOND By: Jamey Kiblinger Carol Benson Signature: <i>Carol Benson</i> Title: Police Chief Mayor DATED SIGNED: 9/7/18, 2018 |
|---|---|

SIGNATURE

(COMPANY REPRESENTATIVE)

(Manager Approval-office use only)

This Agreement will not be binding upon Company until either (1) signed by one of our managers or (2) we start the installation or service. In the event of our non-approval, our only liability shall be to refund to you the amount that you paid to us. You acknowledge and agree that You may not receive a fully executed copy of this Agreement, and such lack of receipt shall not in any way invalidate or otherwise affect this Agreement.
THE CITY OR COUNTY IN WHICH YOUR PREMISES IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE INSTALLATION, USE AND MONITORING OF AN ALARM SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE ALARM SYSTEM HAVE BEEN OBTAINED, AND THEREFORE YOU MUST OBTAIN, AT YOUR EXPENSE, ALL NECESSARY PERMITS OR LICENSES, AND PROVIDE US WITH THE LICENSE OR PERMIT NUMBER.

5) MONITORING SERVICE.

5.1 Standard Monitoring Service. We shall connect the System to a monitoring facility (the "Center"). We use enhanced call verification (also known as ECV or 2-call verification). When a burglar alarm signal is received, the Center will first try to telephone you. If there is no answer, and if there is no answer then it will try to telephone the first available person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list you give us. When a carbon monoxide alarm is received, the Center will attempt to notify the police department and the first available person on your emergency call list but if there is no answer at the premises, the Center will attempt to notify emergency authorities. When a non-emergency signal is received (e.g. supervisory, temperature warning etc.), the Center will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. The Center will notify emergency personnel if it has reason to believe that an emergency condition does not exist. If such governmental agencies, now or in the future requiring physical or visual verification or another verification method of an emergency condition, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee. We may modify or discontinue any particular response service or notification procedures due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications with our offices including the Center.

5.2 Verified Monitoring Service. Upon activation of the burglar alarm system, either an audio or video component will transmit sound or video to the Center. This information will be used to attempt to verify the nature of the emergency at your premises. If, in the reasonable judgment of the Center, the audio or video does not indicate that an emergency condition exists, the Center will not notify emergency personnel of the alarm. If, in the reasonable judgment of the Center, the audio or video indicate that an emergency condition does exist, the monitoring facility will attempt to notify the police department.

6. TRANSMISSION LINES. A monitored system includes a communicator that sends signals to the Center over your regular telephone service, or if selected by you Cellular/GSM or Internet service. The System will not communicate over your standard cellular telephone service. For regular telephone service, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service. We recommend the use of a R-31X or equivalent telephone jack to give the System priority over other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option. In which event we will substitute telephone service. If the Internet is used as a primary or secondary transmission path, the communicator is connected to the Internet. You will pay for all Internet representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by weather, power failures or other conditions and events beyond our control. You may be required to execute an additional agreement for cellular/GSM or Internet transmission service. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. If the System is connected to your computer network, we are not responsible for the operation, maintenance or configuration of your computer network, nor are we responsible or liable for any interruptions, fault conditions or other adverse effects on your computer network. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern or signal transmission changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common land line telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you may be required to replace or generate signals in excess of the cellular service plan limit included in the Services Fee, you agree to pay for any excess cellular service charges at the rate then in effect. The use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL or other broadband service IMMEDIATELY AFTER THE INSTALLATION OF DSL.

7. INTERRUPTION OF SERVICE. We assume no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption, or unavailability of telephone service, acts of God, or for any other cause beyond our control, and we will not be required to supply monitoring service to you while any such cause may continue. This Agreement may be suspended at our option should the alarm system, your premises, or our monitoring facilities become so substantially damaged that further service is impractical.

8. SYSTEM INSTALLATION. You will permit us to install the System, including the Communicator, during our normal business hours and you will give us uninterrupted access to your premises. You warrant that where the Communicator, control panel, keypads, audible devices, and all devices will be installed. If the burglar alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for an industry accepted period of time. You will provide 24 hour - 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide the proper environment for the System as well as reasonable request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us prior to beginning the installation of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you.

9. FALSE ALARMS. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Our systems are designed and installed to limit the number of false alarms generated but you understand that your use of the system must also assist in this effort. The receipt of too many false alarms can result in not only a breach of this contract but also a determination of the responding agency as a governmental agency, you will pay for the charge. In the event an excessive number of false alarms are caused by your carelessness, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, we may in our sole discretion deem same to be a material breach of this Agreement and, at our option, in addition to all other legal remedies available to us, be excused from further performance upon the giving of five (5) days' written notice to you. You agree to pay any false alarm assessments, taxes, fees, or charges relating to the monitoring services provided pursuant to this Agreement.

10. REPAIR SERVICE. Unless you subscribe to our extended service plan which, if in force, will be noted on the front page of this agreement, after the term of our limited warranty, we will repair the System on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a trip charge and a one-half (1/2) hour minimum charge for each repair call.

11. CLIENT'S DUTIES. You will carefully and properly test and set the alarm system immediately prior to the expiration of the term of our limited warranty. You will test the system no less than monthly during the term of this Agreement, and notify us promptly if service is required. You will instruct all other persons who may use the System on its proper use. If the System includes space or interior protection (e.g.: infrared, photo beams or other such detectors) you will turn off controls or remove all things such as air conditioning and heating systems, and pets that might interfere with such devices when they are turned on. If a problem in the System occurs, you will notify us. You will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System. You will complete and give us an emergency instructions and call list form, which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises and other information you may require. You will notify us in writing of any changes in the persons or telephone numbers on your emergency call list. You agree that you may disclose the information on the emergency instructions and call list form to any governmental agency having jurisdiction over the use and operation of the System. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, WE WILL REPLACE THE BATTERIES AS NEEDED UNDER THE CONDITIONS OF OUR SERVICE PLAN. CARBON MONOXIDE AND SMOKE DETECTORS MAY NEED TO BE PERIODICALLY REPLACED. UPON RECEIPT OF CLIENT'S NOTICE THAT THE DETECTOR NEEDS REPLACEMENT, COMPANY WILL REPLACE THE DETECTOR ON A TIME AND MATERIAL BASIS AT COMPANY'S THEN PREVAILING RATES. You agree to furnish us at our request a written list of the names, addresses, telephone numbers and signatures of all persons authorized to enter the Premises or be notified in the event of an alarm, and for commercial systems, a daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to us in writing.

12. DISCLAIMER OF WARRANTIES. WE DO NOT REPRESENT OR WARRANT THAT THE MONITORING SERVICE WILL PREVENT ANY LOSS BY BURGLARY, FIRE, PERSONAL EMERGENCY, HOLDUP OR OTHERWISE, OR THAT THE MONITORING SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION WHICH IT IS INTENDED. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE MONITORING EQUIPMENT, ITS MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, YOU FURTHER ACKNOWLEDGE AND AGREE THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. IF MEDICAL ALERT MONITORING SERVICE IS PROVIDED, YOU ACKNOWLEDGE THAT YOU SHOULD OBTAIN ANY LIFE, MEDICAL OR TELEPHONE SERVICE AND YOU HAVE SELECTED THIS SERVICE WITH A FULL UNDERSTANDING OF ITS LIMITATIONS AND THE LIMITATION OF OUR LIABILITY. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF ITS RESPONSE, AND WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED. YOU FURTHER UNDERSTAND THAT WE, IN PROVIDING THE MONITORING SERVICE, MAY BE REQUIRED TO PROPERLY RESPOND TO THE RECEIPT OF A SIGNAL FROM THE SYSTEM, OR THAT THE SYSTEM MAY FAIL TO FUNCTION PROPERLY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU MAY OBTAIN AN INSURANCE POLICY THAT WE ARE NOT AN INSURER, THAT YOU ASSUME ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO YOUR PROPERTY OR OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 16 THROUGH 19 WHICH SET FORTH OUR MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR ANYONE ELSE. YOU ACKNOWLEDGE THAT WE HAVE DISCUSSED THE LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 16 AND UNDERSTAND THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHARGE.

13. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and repair service if: (1) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (2) there is an interruption or unavailability of the telephone service provide service because of some action or ruling by a governmental authority and/or (5) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement is terminated, we are unable to authorize us to remotely disconnect your System from the Center's monitoring equipment and remove our communications and software and all of our signs and decals from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing reconnection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

14. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other alarm company and/or any financial institution or other entity. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair or monitoring services, and this Agreement and particularly Sections 16 and 17 shall apply to the work and service they perform, and shall protect them in the same manner as it is applied to and protects us.

15. CHARGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THIS SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

16. COMPANY IS NOT AN INSURER, LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your premises, property or the personal safety of persons in/on your premises, (b) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and (c) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents, (d) alarm systems and monitoring service may not always operate properly for various reasons, (e) it is difficult to determine in advance the value of the property that might be lost stolen or destroyed if the System or our service fail to operate properly, (f) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal, (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to install, monitor, or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$150,000 or twelve (12) times the monthly services fee, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If you wish, you may obtain from us a higher limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

17. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or from (1) our breach of this Agreement, (2) a failure of the System or services, (3) our negligence, (4) any other improper or careless activity of ours in providing the System or services, or (5) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damage is solely caused by that employee or subcontractor. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim.

18. THIRD PARTY INDEMNIFICATION. You agree to and shall indemnify, defend, and hold harmless us, our employees and agents, for and against all claims brought by parties other than the parties to this monitoring equipment or service, whether these claims are based on negligence, express or implied warranty, contribution, indemnification, or strict or product liability on the part of us, our employees or agents, arising from or caused by any hazard covered by insurance in or on the Your premises, whether said claims are made by You, Your agents, or insurance company or other parties claiming under or through You. You agree to indemnify us against, defend and hold us harmless from any action for subrogation which may be brought against Us by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees. You shall notify Your insurance carrier of the terms of this provision.

20. ATTORNEY'S FEES. GOVERNING LAW, LIMITATION ON LAWSUITS, WAIVER OF JURY TRIAL. In the event it shall become necessary for Us to institute or defend legal proceedings to enforce our rights under this Agreement, You shall pay to Us all costs of collections or defense, including reasonable attorney's fees and expenses. Unless prohibited by law, both We and You agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or tried more than one (1) year after the incident giving rise to the claim occurred.

21. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of Washington. Any action or proceeding seeking to enforce any provision of, or Court for the Western District of Washington, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. This expressly consents to personal jurisdiction in Washington and waives any objection thereto.

22. Arbitration. Any controversy or claim arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitration, shall be determined by arbitration before a sole arbitrator in accordance with the laws of the State of Washington for agreements made in and to be performed in Washington. The arbitration shall be conducted in accordance with the Washington Arbitration Act set out at RCW 7.04A, et. seq. The arbitration shall be administered by a mutually agreed upon arbitrator unless the parties cannot agree on an arbitrator, in which case Secure Pacific Corp shall have the right to select the arbitrator. The arbitrator shall award and allocate all the costs of the arbitration, including fees of the law. Judgment on the award may be entered in any court having jurisdiction.

23. ENTIRE AGREEMENT. This is the entire and only agreement between You and Us, and it replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by You and Us. IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OUR SECURITY REPRESENTATIVES. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. The interpretation of this Agreement shall not be construed against the drafter. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. You agree that we may save and store all contracts and other documents executed by you and/or we in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by us as originals and shall be given the same force and effect as the paper-form originals. You agree that a copy of this Agreement and the signatures affixed to it transmitted or delivered by facsimile or electronic mail shall be deemed to be signatures for all purposes.

24. LICENSES. In certain states alarm companies are licensed and regulated. If applicable, our license number is listed below along with the state agency that controls such licenses.

Initials _____