

**CONTRACT NO. MA-012-14011625**  
**WITH**  
**STANLEY CONVERGENT SECURITY SOLUTIONS, INC.**  
**FOR**  
**MONITOR AND REPAIR OF INTRUSION SYSTEMS**

This Agreement, hereinafter referred to as (“Contract”), for Monitor and Repair of Intrusion Systems, is made and entered into as of the date fully executed by and between County of Orange, a political subdivision of the State of California; hereinafter referred to as (“County”) and Stanley Convergent Security Solutions, Inc.; hereinafter to as (“SCSS”), with a place of business at 514 S. Lyon St., Santa Ana, CA 92701-6362; hereinafter referred to as (“Contractor”), which are sometimes referred to as (“Party”), or collectively as (“Parties”).

**RECITALS**

**WHEREAS**, Contractor and County, on behalf of OC Community Resources/OC Parks, are entering into a Contract for Monitor and Repair of Intrusion Systems; and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Monitor and Repair of Intrusion Systems with the Contractor;

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**I. Contract Specific Terms and Conditions:** To the extent these terms and conditions are inconsistent with the General Terms and Conditions contained below paragraph A – II, these Terms and Conditions shall govern.

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods or services from the Contractor for Monitor and Repair of Intrusion Systems.
2. **Term of Contract:** This is a five (5) year Contract commencing on June 1, 2014, or upon execution of all necessary signatures or approval by the Orange County Board of Supervisors, whichever occurs later, unless otherwise terminated by the County.
3. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of County’s Program Manager and Contractor routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Stanley Convergent Security Solutions, Inc.

- **Attn: Ina Staris, Senior Counsel**  
55 Shuman Blvd., Suite 900, Naperville, IL 60563  
Phone: 561.498.0366 | Fax: 877.849.3466  
Email: [Ina.Staris@sbdinc.com](mailto:Ina.Staris@sbdinc.com)
- **Attn: William T. King, Area Operations Manager**  
751 North Todd Ave., Azusa, California 91702  
Phone: 626.208.3621 | Fax: 626.208.3639  
Email: [william.king@sbdinc.com](mailto:william.king@sbdinc.com)

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County: County of Orange  
OC Community Resources  
Purchasing & Contract Services  
**Attn: Diana Lin, Procurement Contract Specialist**  
13042 Old Myford Road, Irvine, CA 92602  
Phone: 949.585.6464 | Fax: 714.667.6522  
E-mail: [Diana.Lin@occr.ocgov.com](mailto:Diana.Lin@occr.ocgov.com)

4. **Contractor Work Hours and Safety Standards:** The contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.

If County or Contractor is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, County shall pay the full amount of such fine or penalty. If, following an investigation at County's request, it is mutually agreed that a false alarm was caused by Contractor, the amount of the fine or penalty paid by County shall be credited to County's account and any amount credited that exceeds the value of the contract's maximum allotment shall be refunded to the County.

5. **Further Obligations of County:**

- A. County, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Contractor's requirements, and telephone interconnection jacks, if required.
- B. Unless action by the County are considered necessary for complying with law or protecting life or property. County shall not tamper with, alter, adjust, added to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall County permit the same to be done by others. It is further agreed that if any work is required to be performed by Contractor due to County's breach of the foregoing obligations, County will pay Contractor for such work in accordance with Contractor's then current prevailing charges.
- C. For those premises where Contractor is to provide monitoring services, County shall furnish County a list of the names, titles and telephone numbers of all persons authorized to enter the premises of County during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, County shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.
- D. County shall set the alarm system at such times as County shall close its premises. County shall test the alarm system periodically and shall immediately report to Contractor any claimed inadequacy in, or failure of, the system. County shall periodically perform a walk test of any motion detection equipment used on the premises.
- E. For those premises where Contractor is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, County warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at County's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. County further agrees to furnish any necessary water through County's meter and at County's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- F. For those premises where closed circuit television equipment is provided, County will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required, as well as shelf or desk space for monitors.

- G. It is mutually agreed that County assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at County's premises.

**6. Further Obligations of SCSS; Limitations:**

- A. County has subscribed to monitoring service, the System will be connected to Contractor's monitoring facility (the "Center"). When a burglar alarm signal from the alarm system is received, the Center will first try to telephone County's premises, and if there is no answer then will try to telephone the first available person on County's emergency contact 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 department. The Center will also attempt to contact someone on the emergency contact list to advise them that the police have been notified. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. **The Center reserves the right to verify all alarm signals by using the video feature of the system, if one has been installed before notifying emergency personnel.** The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Contractor and County shall comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system as required by law. Contractor reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. County consents to the tape and video recording of telephonic and video communications between County's premises and Contractor, and will inform its employees that such recordings are authorized. If County's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, County agrees to subscribe to such service if provided by Contractor, or otherwise comply with such requirements, and an additional fee may apply for such services.
- B. For those premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.
- C. For those premises with direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not Contractor's agents, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- D. **County understands that, if the system installed under this Agreement is monitored due to the nature of the method used for communicating alarm signals to the Contractor's monitoring center, there may be times when that communication method is not able to transmit signals and Contractor will not receive alarm signals. Digital communicators use standard telephone lines and Contractor does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. The system cannot communicate over regular cellular service. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. County understands that Contractor offers several levels of communication methods of alarm signals to the monitoring center and that the Services described in this Agreement and on the Schedule of Service and Protection have been chosen by County after considering and balancing the levels of protection afforded by various communication methods and the related costs. County acknowledges and agrees that County is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is**

required. Communications networks provided by independent carriers or providers are wholly beyond Contractor's control and are maintained and serviced, solely by the applicable carrier or provider. County agrees to reimburse Contractor for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. County agrees to notify Contractor if County has installed or intends to install DSL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.**

7. **Contractor's Limits of Liability:** The parties agree that Contractor is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on County's premises; that Contractor is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by Contractor or that Contractor is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service. Even if due to Contractor's negligence or failure of performance, excluding Contractor's gross negligence or willful misconduct; that Contractor is not liable for losses resulting from failure to warn or inadequate training. Contractor is not an insurer; and that insurance covering personal injury, property loss, and damage to and on County's premises must be obtained and/or maintained by County. County understands that it is County's duty to purchase such insurance; that Contractor offers several levels of protection and services and that the system and/or service described in the Schedule of Service and Protection has been chosen by County after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.

IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF COUNTY'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF CONTRACTOR TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND COUNTY POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON CONTRACTOR, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS MORE. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, CONTRACTOR'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE CONTRACTOR'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF CONTRACTOR, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF COUNTY WISHES CONTRACTOR TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, COUNTY MAY OBTAIN FROM CONTRACTOR AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO CONTRACTOR. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH CONTRACTOR AS AN INSURER.

8. **County of Orange Child Support Enforcement:** All contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the contract administrator, the Purchasing Agent, or the Agency/Department Deputy Purchasing Agent:

- A. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- B. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

## II. **General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected,

and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, and 2) any newly installed equipment or parts will be free from defects in material and workmanship under normal use and service for a period of 90 days or as provided under the Schedule of Service. If during this warranty period any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Unless otherwise agreed to under the Schedule for the Service Plan, warranty repair is done 8:00 a.m. – 4:00 p.m. Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by County.

**DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software provided hereunder, in the form in which it is original provided by Contractor, alone (and not in combination with other article or invention not supplied by Contractor) will not infringe upon or violate any patent, property right, or trade secret right of any third party. Contractor agrees that it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses; provided that County (i) gives Contractor prompt notice of any actual or threatened claims, (ii) gives sole control of the defense or settlement of such claims to Contractor, and (iii) cooperates fully with Contractor and its counsel in the defense or settlement thereof. Contractor shall have no liability for any settlements entered into by County without Contractor's prior written consent.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subContractors. Contractor shall be in compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act.
- P. **Insurance Provisions:** Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

### **Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance. *NAIC numbers for all insurance providers to be provided.*

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1. An Additional Insured endorsement using a form naming the [County of Orange](#), its elected and appointed officials, officers, employees, agents as Additional Insureds and evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

Notice of cancellation will be provided in accordance with the policy provisions. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by County Procurement Office (CPO) or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such

changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike, lockouts, riots, floods, fires, lightning, or other cause beyond its reasonable control, including interruptions in telephone service, provided Contractor gives notice of the cause of the delay to County and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract. The prices quoted for the alarm systems are based upon the number of components, type of security and service specified in Attachment A incorporated herein. Should County request or require additional protection, security devices or services, this may affect the final contract price. However, any additional components shall be agreed upon in writing by both parties prior to any additional compensation being owed by County.

- Y. Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Z. Terms and Conditions:** Contractor and County acknowledge that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word “day” or “days” herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- FF. Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**HH. Indemnification Provisions:** Contractor agrees to indemnify, defend and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, damages, liability and expenses, to the extent resulting from the negligent acts or omissions of Contractor, its agents or employees, during and within the scope of employment of such Persons while they are on County's premises performing the service work. Notwithstanding the foregoing, Contractor shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will Contractor, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract; provided however, County's audit rights exclude the right to review Contractor's proprietary information including Contractor's underlying cost, markup and overhead rates. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

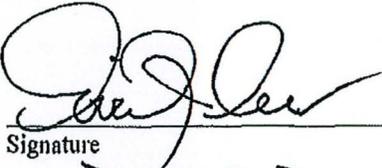
Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date preceding the signatures:

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.\*:

  
Signature  
Joe Longfield  
Print Name  
Regional VP West Region  
Title  
4/4/14  
Date

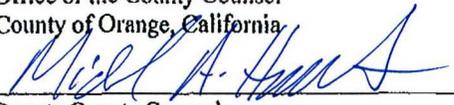
  
Signature  
DAVID J. DEER  
Print Name  
CFO  
Title  
4-4-14  
Date

\* Pursuant to California Corporations Code Section 313, the signatures of two corporate officials are required to bind the corporation, one from each of the following two groups: If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

COUNTY OF ORANGE  
a political subdivision of the State of California

\_\_\_\_\_  
Signature  
Diana Lin  
Print Name  
Procurement Contract Specialist  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Purchasing Manager  
Title  
\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Office of the County Counsel  
County of Orange, California  
  
Deputy County Counsel  
4-17-14  
Date

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**ATTACHMENT A**

**I. SCOPE OF WORK**

Monitoring and Repair of Intrusion Systems.

**II. COMPENSATION AND PAYMENT**

1. **Compensation:** This is an all-inclusive Contract, not to exceed the aggregate total amount of **\$300,000** between County and Contractor.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Services. County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs "C" and "R" of County Contract Terms and Conditions.

2. **Rates:**

A. The Monthly Rates (Exhibit 1: Monthly Monitoring Rates), as specified herein, shall be updated as removal and/or installation of new equipment occurs, when applicable.

B. **Biannual Adjustment Rates:** The rates shall be increased on June 1 every two years in the amount of three percent (3%) from the then-current monthly rates.

3. **Payment Terms:** Invoices are to be submitted monthly in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **Invoicing Instructions:** The Contractor shall provide an invoice on the Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:
- a. Contractor's name and address
  - b. Contractor's remittance address, if different from (a), above
  - c. Name of County agency/department: **County of Orange**
  - d. Delivery/service address
  - e. Contract number: **MA-012-14011625** (must be listed on **all** invoices)
  - f. Service Date(s)
  - g. Description of Services
  - h. Total
  - i. Taxpayer ID number

Invoices and supporting documentation are to be forwarded to (exact format):

**OC Community Resources  
Attn: Accounts Payable  
1770 North Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706**

The responsibility for providing all acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

**EXHIBIT 1**  
**MONTHLY MONITORING RATES**

INSTALL #	ADDRESS	DESCRIPTION	06/01/14
111123016267	ALISO WOODS WILDERNESS PARK 28373 ALICIA PKWY	MONITORING & MAINTENANCE SERVICES	\$ 57.68
111123011119	CARBON CANYON PARK/OFFICE 4442 CARBON CANYON RD	MONITORING & MAINTENANCE SERVICES	\$ 90.64
111123045800	CARBON CANYON REGIONAL PARK 4442 CARBON CANYON RD	MONITORING & MAINTENANCE SERVICES	\$ 107.12
111123043907	CARBON CANYON/MAINT. BLDG 4442 CARBON CANYON RD	MONITORING & MAINTENANCE SERVICES	\$ 101.97
	CARBON CANYON/MAINT. BLDG 4442 CARBON CANYON RD	CAMERA/VIDEO	\$ 49.00
111123031609	CASPER WILDERNESS PARK 33401 ORTEGA HWY	MONITORING & MAINTENANCE SERVICES	\$ 77.25
123128868000	CLARK PARK 8800 ROSECRANS AVE	24-HOUR AUTO DIALER TEST	
123128868000	CLARK PARK 8800 ROSECRANS AVE	INTRUSION STANDARD SERVICE PLAN	
123128868000	CLARK PARK 8800 ROSECRANS AVE	OPEN AND CLOSE SIGNAL TRACKING	
123128868000	CLARK PARK 8800 ROSECRANS AVE	SECURITY PLUS	\$ 53.56
123128868000	CLARK PARK 8800 ROSECRANS AVE	SONITROL AUDIO MONITORING	\$ 31.93
123128868600	CLARK PARK 8800 ROSECRANS AVE	24-HOUR AUTO DIALER TEST	
123128868600	CLARK PARK 8800 ROSECRANS AVE	INTRUSION STANDARD SERVICE PLAN	
123128868600	CLARK PARK 8800 ROSECRANS AVE	OPEN AND CLOSE SIGNAL TRACKING	
123128868600	CLARK PARK 8800 ROSECRANS AVE	SECURITY PLUS	\$ 20.60
123128868600	CLARK PARK 8800 ROSECRANS AVE	SONITROL AUDIO MONITORING	\$ 65.92
123128868800	CLARK PARK 8800 ROSECRANS AVE	24-HOUR AUTO DIALER TEST	
123128868800	CLARK PARK 8800 ROSECRANS AVE	INTRUSION STANDARD SERVICE PLAN	
123128868800	CLARK PARK 8800 ROSECRANS AVE	OPEN AND CLOSE SIGNAL TRACKING	
123128868800	CLARK PARK 8800 ROSECRANS AVE	SECURITY PLUS	\$ 23.69
123128868800	CLARK PARK 8800 ROSECRANS AVE	SONITROL AUDIO MONITORING	\$ 37.08
123133558600	COOPER CENTER BLDG 1141 E CHESTNUT	INTRUSION ALARM MONITORING	\$ 26.82
123133558600	COOPER CENTER BLDG 1141 E CHESTNUT	BASIC eDATAMANAGER	
123133558600	COOPER CENTER BLDG 1141 E CHESTNUT	INTRUSION STANDARD SERVICE PLAN	
123133558600	COOPER CENTER BLDG 1141 E CHESTNUT	OPEN AND CLOSE SIGNAL TRACKING	\$ 3.22
123133558600	COOPER CENTER BLDG 1141 E CHESTNUT	PIN MANAGEMENT BY HSM	\$ 21.45
123133558600	COOPER CENTER BLDG 1141 E CHESTNUT	SECURITY PLUS	\$ 13.39
123133558601	COOPER CENTER BLDG 1141 E CHESTNUT	INTRUSION STANDARD SERVICE PLAN	\$ 48.70
123133558601	COOPER CENTER BLDG 1141 E CHESTNUT	MONITORING OF ADDITIONAL AREA	\$ 7.49
123133558601	COOPER CENTER BLDG 1141 E CHESTNUT	OPEN AND CLOSE SIGNAL TRACKING	\$ 5.61
123133558603	COOPER CENTER BLDG 1141 E CHESTNUT	BASIC CELLULAR BACK-UP	\$ 8.24
123133558603	COOPER CENTER BLDG 1141 E CHESTNUT	BASIC eDATAMANAGER	
123133558603	COOPER CENTER BLDG 1141 E CHESTNUT	INTRUSION ALARM MONITORING	\$ 25.75
123133558603	COOPER CENTER BLDG 1141 E CHESTNUT	INTRUSION STANDARD SERVICE PLAN	\$ 24.72
123128869100	CRAIG PARK 3300 N STATE COLLEGE BLVD	24-HOUR AUTO DIALER TEST	
123128869100	CRAIG PARK 3300 N STATE COLLEGE BLVD	INTRUSION STANDARD SERVICE PLAN	
123128869100	CRAIG PARK 3300 N STATE COLLEGE BLVD	OPEN AND CLOSE SIGNAL TRACKING	
123128869100	CRAIG PARK 3300 N STATE COLLEGE BLVD	SECURITY PLUS	\$ 53.56
123128869100	CRAIG PARK 3300 N STATE COLLEGE BLVD	SONITROL AUDIO MONITORING	\$ 38.11
111123004950	CRAIG REGIONAL PARK 3300 N STATE COLLEGE BLVD	MONITORING & MAINTENANCE SERVICES	\$ 97.85
111123009313	GEORGE KEY RANCH 625 W BASTANCHURY RD	MONITORING & MAINTENANCE SERVICES	\$ 111.24
111123001838	HERITAGE HILL REGION 25151 SERRANO RD	MONITORING & MAINTENANCE SERVICES	\$ 100.94
111123001838	HERITAGE HILL REGION 25151 SERRANO RD	INTRUSION STANDARD SERVICE PLAN	
111123001838	HERITAGE HILL REGION 25151 SERRANO RD	SECURITY PLUS	\$ 1.03
111123016697	HERITAGE HILL REGION 25151 SERRANO RD	MONITORING & MAINTENANCE SERVICES	\$ 53.05
111123016697	HERITAGE HILL REGION 25151 SERRANO RD	INTRUSION STANDARD SERVICE PLAN	
111123016697	HERITAGE HILL REGION 25151 SERRANO RD	SECURITY PLUS	\$ 27.30
111123052063	HERITAGE HILL REGION 25151 SERRANO RD	MONITORING & MAINTENANCE SERVICES	\$ 101.97

INSTALL #	ADDRESS	DESCRIPTION	06/01/14
	IRHP - 13042 OLD MYFORD BLDG COGAN HOUSE BURKE		\$ 81.37
	IRHP - 13042 OLD MYFORD BLDG MTC BLDG		\$ 60.77
	IRHP - 13042 OLD MYFORD BLDG TRAILER 1		\$ 61.80
123125686600	IRHP - 13042 OLD MYFORD RD	BASIC RADIO BACK-UP	\$ 8.90
123125686600	IRHP - 13042 OLD MYFORD RD	INTRUSION ALARM MONITORING	\$ 27.81
111123004157	IRHP - 13042 OLD MYFORD RD RPO BLDG		
111123050774	IRVINE REGIONAL PARK OFFICE 1 IRVINE PARK RD	MONITORING & MAINTENANCE SERVICES	\$ 154.50
111123049551	IRVINE REGIONAL PARK RESIDENT HOUSE 1 IRVINE PARK RD	MONITORING & MAINTENANCE SERVICES	\$ 56.65
111123032449	IRVINE REGIONAL/RESTAURANT 1 IRVINE PARK RD	MONITORING & MAINTENANCE SERVICES	\$ 56.65
123136447000	LAGUNA NIGUEL PARK 28241 LA PAZ RD	BASIC eDATAMANAGER	
123136447000	LAGUNA NIGUEL PARK 28241 LA PAZ RD	GSM CELLULAR BASIC - INTRUSION	\$ 8.24
123136447000	LAGUNA NIGUEL PARK 28241 LA PAZ RD	INTRUSION ALARM MONITORING	\$ 25.75
123136447000	LAGUNA NIGUEL PARK 28241 LA PAZ RD	INTRUSION STANDARD SERVICE PLAN	\$ 25.75
123136447000	LAGUNA NIGUEL PARK 28241 LA PAZ RD	OPEN AND CLOSE SIGNAL TRACKING	\$ 3.09
111123016395	LAGUNA NIGUEL PARK 28241 LA PAZ RD S	INTRUSION PREMIUM SERVICE PLAN	\$ 16.48
111123016395	LAGUNA NIGUEL PARK 28241 LA PAZ RD S	SONITROL AUDIO MONITORING	\$ 33.99
111123016395	LAGUNA NIGUEL PARK 28241 LA PAZ RD S	BASIC eDATAMANAGER	
111123016395	LAGUNA NIGUEL PARK 28241 LA PAZ RD S	eACCOUNT MANAGER	
111123016395	LAGUNA NIGUEL PARK 28241 LA PAZ RD S	eACCOUNT MANAGER PLUS	
111123016395	LAGUNA NIGUEL PARK 28241 LA PAZ RD S	TECHNICAL ASSISTANCE CENTER SUPPORT	
123144435300	MASON PARK RNGR STATION 18712 UNIVERSITY DR	INTRUSION PREMIUM SERVICE PLAN	\$ 30.90
123144435300	MASON PARK RNGR STATION 18712 UNIVERSITY DR	INTRUSION PREMIUM SERVICE PLAN	\$ 31.93
123144435300	MASON PARK RNGR STATION 18712 UNIVERSITY DR	SONITROL AUDIO MONITORING	\$ 33.99
123144435300	MASON PARK RNGR STATION 18712 UNIVERSITY DR	SONITROL AUDIO MONITORING	\$ 33.99
123128869500	MILE SQUARE PARK 16801 EUCLID AVE	SECURITY PLUS	\$ 23.69
123128869500	MILE SQUARE PARK 16801 EUCLID AVE	SONITROL AUDIO MONITORING	\$ 37.08
123128869500	MILE SQUARE PARK 16801 EUCLID AVE	24-HOUR AUTO DIALER TEST	
123128869500	MILE SQUARE PARK 16801 EUCLID AVE	INTRUSION STANDARD SERVICE PLAN	
123128869500	MILE SQUARE PARK 16801 EUCLID AVE	OPEN AND CLOSE SIGNAL TRACKING	
111123030425	MODJESKA HOUSE 29042 MODJESKA CANYON	MONITORING & MAINTENANCE SERVICES	\$ 129.78
111123023789	OC PARKS 20101 LAGUNA CANYON RD	MONITORING & MAINTENANCE SERVICES	\$ 92.70
111123030326	OC PARKS 20101 LAGUNA CANYON RD	FIRE ALARM AND SPRINKLER MONITORING	\$ 46.35
123131498700	OC PARKS CASPER PARK 33401 ORTEGA HWY	INTRUSION ALARM MONITORING	\$ 22.82
123131498700	OC PARKS CASPER PARK 33401 ORTEGA HWY	SECURITY PLUS	\$ 15.29
123131498700	OC PARKS CASPER PARK 33401 ORTEGA HWY	BASIC eDATAMANAGER	
123131498700	OC PARKS CASPER PARK 33401 ORTEGA HWY	eACCOUNT MANAGER	
123131498700	OC PARKS CASPER PARK 33401 ORTEGA HWY	INTRUSION STANDARD SERVICE PLAN	
111123010014	OLD COURT HOUSE 211 W SANTA ANA BLVD	INTRUSION STANDARD SERVICE PLAN	\$ 25.75
111123010014	OLD COURT HOUSE 211 W SANTA ANA BLVD	INTRUSION STANDARD SERVICE PLAN	\$ 13.39
111123010014	OLD COURT HOUSE 211 W SANTA ANA BLVD	MONITORING & MAINTENANCE SERVICES	\$ 87.55
123128869700	O'NEIL PARK 30892 TRABUCO CANYON RD	SECURITY PLUS	\$ 29.87
123128869700	O'NEIL PARK 30892 TRABUCO CANYON RD	SONITROL AUDIO MONITORING	\$ 32.96
123128869700	O'NEIL PARK 30892 TRABUCO CANYON RD	24-HOUR AUTO DIALER TEST	
123128869700	O'NEIL PARK 30892 TRABUCO CANYON RD	INTRUSION STANDARD SERVICE PLAN	
123128869700	O'NEIL PARK 30892 TRABUCO CANYON RD	OPEN AND CLOSE SIGNAL TRACKING	
123128871100	O'NEIL PARK 30892 TRABUCO CANYON RD	SECURITY PLUS	\$ 26.20
123128871100	O'NEIL PARK 30892 TRABUCO CANYON RD	SONITROL AUDIO MONITORING	\$ 60.32
123128871100	O'NEIL PARK 30892 TRABUCO CANYON RD	24-HOUR AUTO DIALER TEST	
123128871100	O'NEIL PARK 30892 TRABUCO CANYON RD	INTRUSION STANDARD SERVICE PLAN	
123128871100	O'NEIL PARK 30892 TRABUCO CANYON RD	OPEN AND CLOSE SIGNAL TRACKING	
123128871400	O'NEIL PARK 30892 TRABUCO CANYON RD	SECURITY PLUS	\$ 23.69
123128871400	O'NEIL PARK 30892 TRABUCO CANYON RD	SONITROL AUDIO MONITORING	\$ 37.08
123128871400	O'NEIL PARK 30892 TRABUCO CANYON RD	24-HOUR AUTO DIALER TEST	
123128871400	O'NEIL PARK 30892 TRABUCO CANYON RD	INTRUSION STANDARD SERVICE PLAN	
123128871400	O'NEIL PARK 30892 TRABUCO CANYON RD	OPEN AND CLOSE SIGNAL TRACKING	
123128879900	O'NEIL PARK 30892 TRABUCO CANYON RD	SECURITY PLUS	\$ 14.42

INSTALL #	ADDRESS	DESCRIPTION	06/01/14
123128879900	O'NEIL PARK 30892 TRABUCO CANYON RD	SONITROL AUDIO MONITORING	\$ 66.95
123128879900	O'NEIL PARK 30892 TRABUCO CANYON RD	24-HOUR AUTO DIALER TEST	
123128879900	O'NEIL PARK 30892 TRABUCO CANYON RD	INTRUSION STANDARD SERVICE PLAN	
123128879900	O'NEIL PARK 30892 TRABUCO CANYON RD	OPEN AND CLOSE SIGNAL TRACKING	
111123007074	ORANGE COUNTY ZOO 1 IRVINE PARK RD	INTRUSION PREMIUM SERVICE PLAN	\$ 15.45
111123007074	ORANGE COUNTY ZOO 1 IRVINE PARK RD	SONITROL AUDIO MONITORING	\$ 33.99
111123007074	ORANGE COUNTY ZOO 1 IRVINE PARK RD	BASIC eDATAMANAGER	
111123007074	ORANGE COUNTY ZOO 1 IRVINE PARK RD	eACCOUNT MANAGER	
111123007074	ORANGE COUNTY ZOO 1 IRVINE PARK RD	eACCOUNT MANAGER PLUS	
111123007074	ORANGE COUNTY ZOO 1 IRVINE PARK RD	TECHNICAL ASSISTANCE CENTER SUPPORT	
123137235600	PERALTA ADOBE 6398 SANTA ANA CANYON	FIRE ALARM AND SPRINKLER MONITORING	\$ 25.75
123137235600	PERALTA ADOBE 6398 SANTA ANA CANYON	FIRE ANNUAL TEST & INSPECTION II	\$ 22.66
123137235600	PERALTA ADOBE 6398 SANTA ANA CANYON	GSM CELLULAR ADVANCED - INTRUSION	\$ 50.47
123137235600	PERALTA ADOBE 6398 SANTA ANA CANYON	24-HOUR AUTO DIALER TEST	
123137235600	PERALTA ADOBE 6398 SANTA ANA CANYON	BASIC eDATAMANAGER	
123137235600	PERALTA ADOBE 6398 SANTA ANA CANYON	TECHNICAL ASSISTANCE CENTER SUPPORT	
135011011900	RESOURCES DEVELOPMENT-COOPER CTR 1119 E CHESTNUT	MONITORING & MAINTENANCE SERVICES	\$ 37.70
135011011900	RESOURCES DEVELOPMENT-COOPER CTR 1119 E CHESTNUT	MONITORING OF ADDITIONAL AREA	\$ 10.92
135011011900	RESOURCES DEVELOPMENT-COOPER CTR 1119 E CHESTNUT	PIN MANAGEMENT BY HSM	\$ 22.66
111123025478	SANTIAGO OAKS PARK - ADMIN OFC 2145 WINDES DR	MONITORING & MAINTENANCE SERVICES	\$ 141.11
111123003417	UPPER NEWPORT BAY 2301 UNIVERSITY DR	MONITORING & MAINTENANCE SERVICES	\$ 103.00
111123039463	WHITING RANCH 19721 EL TORO RD	INTRUSION PREMIUM SERVICE PLAN	\$ 77.25
111123039463	WHITING RANCH 19721 EL TORO RD	OTHER/INTERGRATED STANDARD SERVICE PLAN	\$ 20.60
111123039463	WHITING RANCH 19721 EL TORO RD	SONITROL AUDIO MONITORING	\$ 30.90
111123039463	WHITING RANCH 19721 EL TORO RD	ADVANCED eDATAMANAGER	\$ 17.51
111123039463	WHITING RANCH 19721 EL TORO RD	BASIC eDATAMANAGER	
111123039463	WHITING RANCH 19721 EL TORO RD	eACCOUNT MANAGER	
111123039463	WHITING RANCH 19721 EL TORO RD	eACCOUNT MANAGER PLUS	
111123039463	WHITING RANCH 19721 EL TORO RD	TECHNICAL ASSISTANCE CENTER SUPPORT	
111123039463	WHITING RANCH 19721 EL TORO RD	VIDEOFIELD - LOW ALARMS	\$ 35.02
111123013517	YORBA REGIONAL PARK 7600 E LA PALMA AVE	MONITORING & MAINTENANCE SERVICES	\$ 80.34
123131574900	YORBA REGIONAL PARK 7600 E LA PALMA AVE	INTRUSION ALARM MONITORING	\$ 53.50
123131574900	YORBA REGIONAL PARK 7600 E LA PALMA AVE	OPEN AND CLOSE SIGNAL TRACKING	\$ 3.28
123131574900	YORBA REGIONAL PARK 7600 E LA PALMA AVE	OPEN/CLOSE REPORTS	\$ 10.92
	YORBA REGIONAL PARK 7600 E LA PALMA AVE OFFICE BURG		\$ 56.65
123131574900	YORBA REGIONAL PARK 7600 E LA PALMA AVE	SECURITY PLUS	
123131574900	YORBA REGIONAL PARK 7600 E LA PALMA AVE	BASIC eDATAMANAGER	