



RESOLUTION #24-25:15

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE AZUSA  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE AWARD FOR  
THE "ACCESS CONTROL SYSTEM" PROJECT**

**WHEREAS**, The Azusa Unified School District ("District") Board of Education ("Board") wishes to award a contract for security solutions to Safe and Sound Security, Inc. ("Vendor"), to perform and provide all necessary labor, materials, tools, equipment, software, utilities, transportation, training, and services (the "Work") in connection with vital improvements across twelve District sites commonly referred to as the access Control System Project ("Project");

**WHEREAS**, the District previously issued a Request for Proposals calling for bids to perform the Work required for the completion of the Project ("Request") and the District received two unsatisfactory bids in response to its Request;

**WHEREAS**, in the interest of safety, the District requires completion of the Project to ensure that District-wide security solutions are in place by the start of the 2025 school year, commencing on or around August 15, 2025;

**WHEREAS**, the District acknowledges that the Public Contract Code §§ 20161 and 20111, et seq., require that the District's public works and other projects be competitively bid, with exceptions for technological supplies and equipment under Public Contract Code § 20118.2;

**WHEREAS**, the District would realize little-to-no benefit from repeating the competitive selection process with another Request for Proposal process, such process would likely be futile, and any benefit realized from additional competitive bidding would be outweighed by the District's need to timely complete the Project;

**WHEREAS**, courts have found that public agencies may forego competitive bidding if competitive bidding would be futile, unavailing, undesirable, impractical, impossible, or would cause additional delay or costs, as held in the cases of *Los Angeles Dredging v. City of Long Beach* (1930) 210 Cal. 348 and *Meakin v. Steveland* (1977) 68 Cal.App.3d 490;

**WHEREAS**, the District and Vendor wish to enter into an agreement for the Work based on Vendor's proposal dated October 18, 2024, ("Proposal"), in an amount not to exceed Six Million Fifteen Thousand Four Hundred Fifty-Five and 28/100 Dollars (\$6,015,455.28) ("Agreement");

**WHEREAS**, the Proposal's General Provisions, and all other documents referenced in Proposal's Section 6 Standard Commercial Agreement, are collectively referred to herein as the "Contract Documents;" and

**WHEREAS**, the Vendor is ready, willing, and able to perform the Work required for the completion of the Project in a timely manner at the best value to the District.

**NOW, THEREFORE**, the Board hereby finds, determines, and resolves as follows:

**BE IT RESOLVED**, that the foregoing recitals and determinations are true and correct and are hereby incorporated by reference.

**FURTHER RESOLVED**, that it would cause an incongruity and not produce any advantage to the District to once again competitively bid the completion of Work.

**FURTHER RESOLVED**, that the Board:

(i) Approves the Project award, in the best interests of the District, to Safe and Sound Security, Inc.; and

(ii) Approves the Contract Documents substantially in the form presented, subject to such changes as necessary to finalize the Agreement, as approved by legal counsel, and what is necessary to otherwise fulfill the intent of this Resolution

**FURTHER RESOLVED**, that the Board hereby delegates to Latasha Jamal, Assistant Superintendent Business Services, or her designee, the authority to execute subsequent documents pursuant to the Project by reference to this Resolution. District staff is further authorized and directed to execute and deliver any and all documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and said Agreement.

**FURTHER RESOLVED**, that this Resolution shall be effective as of the date of its adoption.

**PASSED AND ADOPTED** by the Board of Education of the Azusa Unified School District, this 17<sup>th</sup> day of December, 2024, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Yolanda Rodriguez-Peña, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board of Education at a regularly called and conducted Board of Education meeting held on said date.

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Yolanda Rodriguez-Peña,  
Clerk, Board of Education

**EXHIBIT A**  
**AGREEMENT**



**Safe and Sound**  
SECURITY



## Proposal for the "Access Control System" Project

Azusa, CA

**Prepared For:**  
*Azusa Unified School District*

Safe and Sound Security, Inc.  
Professional Security System Design and Installation

**Safe and Sound Security, Inc.**

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# 1.0 Introduction

Safe and Sound Security is pleased to have the opportunity to present our proposal for the Access Control System project in Azusa, CA.

At Safe And Sound Security, we pride ourselves on being California's premier providers of custom security systems. More than 10,000 homeowners and businesses trust to help protect them from break-ins, theft, fire, vandalism, over the past decade. And while we specialize in security system installation, we know our business is really about people first – a priority that sets us apart from the crowd. We're committed to providing the highest-quality, custom security solutions and the best in customer service in the industry.

Our research and development team keeps us at the forefront of technology, allowing us to offer a wide range of security systems. Safe and Sound Security works directly with the customer to guarantee a comprehensive and customized security system that optimizes functionality and enhances safety.

Utilizing these resources, our experienced engineering team identifies security vulnerabilities and designs proactive and reactive security systems to bring permanent relief to all. We select, configure, and install security equipment to optimize long-term functionality and simplicity for the entire security ecosystem.

Safe and Sound Security maintains professional staff, licenses, and capabilities in-house, enabling us to successfully complete any security project. With decades of experience, we are known as the most innovative, reliable, and cost-effective firm for physical security system installations in the West.

## 1.1 Company Capabilities

***Safe and Sound Security is recognized as a full-service integrator in:***

- Security Camera Systems
- Access Control Systems
- Intercom Systems
- Burglar Alarm Systems

## 2.0 Qualifying Experience

Safe and Sound Security has been successfully securing California for decades and remains among the industry leaders for these services.

Whether you need security for a large state facility or a smaller local municipal building, Safe and Sound Security is your trusted partner in delivering comprehensive security solutions.

With extensive training and decades of experience, we specialize in designing, integrating, and installing top-tier security systems for municipalities, counties, state governments, school districts, public universities, and all other local government entities.

The projects highlighted below provide a representative sampling of the scope and complexity of the multi-faceted security system integration projects that have been successfully completed by Safe and Sound Security.

These case studies illustrate that Safe and Sound Security has solved intricate problems for a variety of State and Local Government agencies throughout California.





## 2.1 Monterey County Office of Education - Monterey, California

The Monterey County Office of Education in Salinas, California, oversees the education of 78,000 students and manages a staff of 11,000 across 24 school districts in the agriculturally rich Salinas Valley. Ensuring the safety of everyone under its supervision presented several significant challenges:

- **Custom Integration Expansion:** The district required a solution that could leverage the existing infrastructure while enhancing overall security and manageability.
- **Investment Protection:** The district had previously installed Schlage D-400 locks with advanced wireless capabilities on over 663 doors, representing a substantial \$250,000 investment.
- **Programming and Maintenance Stressors:** Individually programming and maintaining each lock had become a time-consuming and resource-intensive task.
- **Resource Constraints:** Replacing the existing locks with new ones was not an option due to the recent investment and associated costs.

To address these challenges, the district sought the expertise of Safe and Sound Security to develop an effective access control and surveillance system that could seamlessly integrate with their existing locks and meet their security needs.

**Personalized Solution:** Safe and Sound Security used Panel Interface Modules (PIMs) to integrate the existing Schlage locks with a centralized access control system, improving efficiency and security.

**Deliberate Approach:** PIMs were strategically installed to ensure effective wireless signal transmission, in collaboration with Schlage and Verkada engineers and Monterey County's IT team.

**Enhanced Surveillance Coverage:** Surveillance cameras were installed in key areas to provide real-time monitoring and protection, with plans for further expansion in 2024.

**Operational Insights Via the Cloud:** The wireless setup reduced costs and allowed centralized management of access control users, providing real-time operational insights through the Verkada platform.

**Quality Testing & Continued Service Optimization:** A 30-day burn-in period was followed by continuous monitoring and maintenance under an SLA, ensuring optimal system performance and prompt issue resolution.

**Results:** The project significantly enhanced security, allowing easy management and providing a strong sense of safety for all occupants.

Total Staff Members	Total Students	# of School Districts	Cost Savings	Total Access Control Users Managed	Total Schlage Locks Integrated	Number of PIMs Installed
11,000	78,000	24	\$5,000 Per Door	815	65	14

## 3.0 Project Team/Key Personnel

***Safe and Sound Security's project team and their respective roles and responsibilities for this project are presented below. Safe and Sound Security acknowledges that no team member can be replaced on the job without prior authorization from Azusa Unified School District.***

Our carefully selected team is fully prepared to surpass the expectations outlined in the contract.

### 3.1 - TABLE 1 - Meet the Team

Specialist	Project Role	Certifications/License/Training	Office Location	Years of Experience
Tom Ritchie	Primary Contact	Verkada VCE/VSE, 40-hour OSHA 1910.120 HAZWOPER and Site Supervisor Training, Loss Prevention Training, API Safety Key Certification, CA CSLB Class B General Contractor, C-10 Licensed Electrician and C-34 Pipeline & Plumbing Contractor	Los Angeles	34
Zachary Palmquist	Senior Engineer	CCNA - Cisco Certified Network Administrator, CCNP - Cisco Certified Network Professional, Certified Kantech Engineer, Verkada Certified Engineer, Verkada Sales Professional Certified, Brivo Certified Engineer, Avigilon Unity Certified, Avigilon Certified, Audio Enhancements Programming and Commissioning Certified, Alarm.com Certified, Milestone Professional Certified	Walnut Creek	20
Shannon Carey	Applications Engineer	Salesforce Admin Certification, Verkada Engineer Certification, Axis Communications Certification	Walnut Creek	7
Eric Satki	Project Manager; Manages project implementation, execution, and completion. Provides onsite support for technicians.	OSHA 30, Verkada, Brivo, Fiber Optic, VDV (Voice, Data, and Video), Asbestos, UMC 1000A - Operation and Maintenance, Fire Alarm	Los Angeles	31
Cindy Murillo	Project Coordinator; Manages installation schedule. Works closely with the project manager to ensure the project runs smoothly. Coordinates project resources and subcontractors.	Brivo Technical Certified, Verkada Sales Professional Certified	Walnut Creek	3

## 4.0 Project Management

Safe and Sound Security delivers high-quality, lasting solutions and services. We are confident that we can meet and exceed the requirements for this project.

Safe and Sound Security aims to improve the safety of all students throughout Azusa Unified School District. The Access Control System project will address critical challenges faced by Azusa Unified School District by leveraging innovative technologies, efficient processes, and our expertise in access control.

### 4.1 Project Management

***Project Management Excellence starts with understanding the Client's needs and requirements.***

We are uniquely qualified to provide the best support to Azusa Unified School District. Our approach includes a comprehensive analysis of Verkada access control systems, followed by developing and implementing a tailored solution. Our team will work collaboratively with Azusa Unified School District throughout the project lifecycle to ensure seamless integration, timely delivery, and adherence to the highest quality standards.

### 4.2 Scope of Work

As the executing contractor, Safe and Sound Security will deliver complete and functional systems as detailed in the specifications and project drawings.

To ensure proper operation, Safe and Sound Security will provide low-voltage power and control lines, specifically using Belden Access Control Composite Cable or an equivalent, connecting power supplies, remotely controlled equipment, and other devices, even if such connections are not explicitly indicated in the drawings or listed in the equipment tables.

Additionally, Safe and Sound Security will install Category 6 horizontal cabling runs from the Telecommunications Rooms or enclosures to the individual workstation outlets, or Work Area Outlets (WAOs), to support connectivity for the Verkada controllers. The District will furnish and install any necessary high voltage (CSI, Division 26) power requirements, including 120VAC circuits, breakers, receptacles, cabling, conduits, raceways, and other related high-voltage power needs as required. Safe and Sound Security has not included the installation of any fire breaks. Wherever necessary, the District can elect to install them, or Safe and Sound Security can install them under a change order.

Safe and Sound Security will work alongside the Districts IT team to ensure all network equipment, including switches are existing and available with adequate available ports for the connectivity of the Verkada controllers. Safe and Sound Security will also assist as needed with the management of all

configurations, cybersecurity measures, performance monitoring, and operations of these network systems, as it applies to the access control system.

Azusa Unified School District will be responsible for supplying all components related to the Verkada solution, including controllers, readers, I/O modules, software, licenses, and accessories such as access control cards, badge printers, lanyards, keyrings, and card covers.

Safe and Sound Security will conduct field verification of all existing and new hardware or equipment necessary for the proper functionality and installation of all door hardware, cabling, Verkada systems, and related components. This process involves assessing the required individual components, determining locations for controllers and supporting equipment, establishing cable pathways, and ensuring the appropriate mounting of all components and infrastructure. Any variances or necessary changes will be reviewed and approved by Azusa Unified School District prior to installation.

Lastly, Safe and Sound Security will be responsible for all system configuration and end-user training, unless otherwise specified.

## 5.0 Project Cost

Name	Price
Door Hardware	\$2,534,180.00
Door Hardware Installation	\$899,156.50
Access Control Labor & Material	\$2,201,337.10
Rental Equipment	\$40,250.00
Project Management	\$107,500.00
Contract Administration	\$57,824.24
Bonding	\$175,207.44
<b>Total</b>	<b>\$6,015,455.28</b>

## 5.1 Price Schedule

Site Name	Installation Price	Projected Duration (In Weeks)
Azusa HS	\$1,154,435.50	7
Azusa HS East	\$563,869.43	4
Dalton ES	\$344,415.39	3
Gladstone MS	\$965,290.29	6
Hodge ES	\$505,372.48	3
Lee ES	\$457,260.58	3
Longfellow ES	\$201,322.07	2
Magnolia ES	\$336,220.01	3
Murray ES	\$358,754.36	3
Paramount ES	\$463,786.22	4
Sierra HS / Adult Ed	\$357,504.55	3
Valleydale ES	\$307,224.40	2
<b>Total</b>		<b>\$6,015,455.28</b>

## 5.2 Payment Schedule

Deposit (Due Upon Signing): \$3,007,728.00

Due Upon Completion of Site Azusa High School: \$577,217.50

Due Upon Completion of Site Azusa High School East: \$281,934.43

Due Upon Completion of Site Dalton Elementary School: \$172,207.39

Due Upon Completion of Site Gladstone Middle School: \$482,645.29

Due Upon Completion of Site Hodge Elementary School: \$252,686.48

Due Upon Completion of Site Lee Elementary School: \$228,630.58

Due Upon Completion of Site Longfellow Elementary School: \$100,661.07

Due Upon Completion of Site Magnolia Elementary School: \$168,110.01

Due Upon Completion of Site Murray Elementary School: \$179,377.36

Due Upon Completion of Site Paramount Elementary School: \$231,893.22

Due Upon Completion of Site Sierra High School: \$178,752.55

Due Upon Completion of Site Valleydale Elementary School: \$153,612.40

# 6.0 Standard Commercial Agreement

Licensed by the Bureau of Security and Investigative Services  
Department of Consumer Affairs, Sacramento, CA 95814  
License No.: ACO6672  
C7 License No.: 1039579

**SAFE AND SOUND SECURITY**  
**2125 Oak Grove Road Suite 310,**  
**Walnut Creek, CA 94598**  
**(888) 333-4540**

## **STANDARD COMMERCIAL SECURITY AGREEMENT**

**Date: 10/18/2024**

**SUBSCRIBER: Azusa Unified School District**

**SITE ADDRESS: Various**

**AUTHORIZED CONTACT: Latasha Jamal**

**PHONE NUMBER: (626) 967-6211**

**EMAIL: ljamal@azusa.org**

1. **SAFE AND SOUND SECURITY** (hereinafter referred to as "SAFE AND SOUND" or "ALARM COMPANY") agrees to sell, install and program, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

2. All recurring charges are detailed in the quote section of this document and are to be billed monthly. Subscriber agrees to pay SAFE AND SOUND via automatic scheduled payments the following sum listed per month for the term of this agreement: \$0.00

All recurring charges are detailed in the quote section of this document and billed yearly. Subscriber agrees to pay SAFE AND SOUND the following sum listed per year for the term of this agreement: \$0.00

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF SAFE AND SOUND:** Provided Subscriber performs this agreement for the full term thereof, upon termination SAFE AND SOUND shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by SAFE AND SOUND is the intellectual property of SAFE AND SOUND and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SAFE AND SOUND.

4. **TERM OF AGREEMENT:** The term of this agreement shall be for a period of 60 month(s) and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. SAFE AND SOUND may invoice Subscriber in advance monthly, quarterly, or annually at SAFE AND SOUND's option.

5. **CENTRAL OFFICE MONITORING SERVICES:** Upon receipt of a signal from Subscriber's alarm system, SAFE AND SOUND or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from SAFE AND SOUND. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from



Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SAFE AND SOUND or SAFE AND SOUND's designee central office and SAFE AND SOUND does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of SAFE AND SOUND and are not maintained by SAFE AND SOUND except SAFE AND SOUND may own the radio network, and SAFE AND SOUND shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SAFE AND SOUND with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List SAFE AND SOUND will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SAFE AND SOUND's notification obligation. All changes and revisions shall be supplied to SAFE AND SOUND in writing. Subscriber authorizes SAFE AND SOUND to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests SAFE AND SOUND to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SAFE AND SOUND \$125.00 for each such service. SAFE AND SOUND may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SAFE AND SOUND.

6. **SERVICE:** Service includes all parts and labor, and SAFE AND SOUND shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without SAFE AND SOUND's written consent.

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

8. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. SAFE AND SOUND does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system SAFE AND SOUND will authorize Subscriber access. SAFE AND SOUND is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SAFE AND SOUND shall have no liability for such third party unauthorized access. SAFE AND SOUND is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SAFE AND SOUND is not responsible for access to

wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

**9. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is selected service SAFE AND SOUND or its designee shall store and /or backup data received from Subscriber's system for a period of one year. SAFE AND SOUND shall have no liability for data corruption or inability to retrieve data even if caused by SAFE AND SOUND's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SAFE AND SOUND and SAFE AND SOUND has no responsibility for such access or IP address service. SAFE AND SOUND shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

**10. (a) ACCESS CONTROL ADMINISTRATION:** If selected as a service to be provided SAFE AND SOUND will maintain the data base for the operation of the Access Control System. Subscriber will advise SAFE AND SOUND of all change in personnel and or changes access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SAFE AND SOUND regarding personnel access must be in writing via email or fax to addresses designated by SAFE AND SOUND. SAFE AND SOUND shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

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

**11. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE:** If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, SAFE AND SOUND or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of SAFE AND SOUND or SAFE AND SOUND's designee central office and SAFE AND SOUND does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of SAFE AND SOUND and are not maintained by SAFE AND SOUND, except SAFE AND SOUND may own the radio network, and SAFE AND SOUND shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SAFE AND SOUND with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to SAFE AND SOUND in writing. Subscriber authorizes SAFE AND SOUND to access the supervisory panel to input or delete data and programming. If Subscriber requests SAFE AND SOUND to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay SAFE AND SOUND \$75.00 for each such service. SAFE AND SOUND may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. SAFE AND SOUND shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by SAFE AND SOUND.

**12. GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, SAFE AND SOUND or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the central station or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests SAFE AND SOUND to station its guard at the premises for more than 30 minutes, and SAFE AND SOUND has sufficient personnel to provide such service, and SAFE AND SOUND makes no such representation that its personnel will be available, then Subscriber agrees to pay SAFE AND SOUND \$65.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to SAFE AND SOUND to provide extended guard service by email, text or recorded conversation to SAFE AND SOUND at the time request is made and SAFE AND SOUND is authorized to ignore any request not confirmed within 15 minutes.

### **LIMITED WARRANTY ON SALE**

13. In the event that any part of the security system becomes defective, or in the event that any repairs are required, SAFE AND SOUND agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. SAFE AND SOUND reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. SAFE AND SOUND is not the manufacturer of the equipment and other than SAFE AND SOUND's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, SAFE AND SOUND makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. SAFE AND SOUND does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. SAFE AND SOUND expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SAFE AND SOUND. SAFE AND SOUND shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by SAFE AND SOUND shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SAFE AND SOUND's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SAFE AND SOUND has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SAFE AND SOUND's breach of this agreement or negligence to any degree under this agreement is to require SAFE AND SOUND to repair or replace, at SAFE AND SOUND's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 2 of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SAFE AND SOUND will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

### **GENERAL PROVISIONS**

**14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** SAFE AND SOUND shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SAFE AND SOUND, SAFE AND SOUND shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SAFE AND SOUND the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SAFE AND SOUND on less than 24 hour notice to SAFE AND SOUND. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of SAFE AND SOUND, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site.

**15. TESTING OF SECURITY SYSTEM:** Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify SAFE AND SOUND if it is in need of repair. Service if provided is pursuant to paragraph 2.

**16. CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 2 and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without SAFE AND SOUND's written consent.

**17. ALTERATION OF PREMISES FOR INSTALLATION:** SAFE AND SOUND is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SAFE AND SOUND's sole discretion for the installation and service of the security system, and SAFE AND SOUND shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

**18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SAFE AND SOUND.

**19. LIEN LAW:** SAFE AND SOUND or any subcontractor engaged by SAFE AND SOUND to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

**20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Parties agree to indemnify and hold harmless the other party, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by the party, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by Subscriber's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this agreement. Both parties shall not be permitted to assign this agreement without written consent of the other party. SAFE AND SOUND shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

**21. Intentionally Left Blank.**

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

**23. Intentionally Left Blank.**

**24. LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by SAFE AND SOUND, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of SAFE AND SOUND's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SAFE AND SOUND's actual damages. Therefore, in the event Subscriber defaults in the payment or any charges to be paid to SAFE AND SOUND, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages.

If SAFE AND SOUND prevails in any litigation or arbitration between the parties, Subscriber shall pay SAFE AND SOUND's legal fees. The parties agree that they may bring claims against the other only in their individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against SAFE AND SOUND, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules [www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com), except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where the District's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law.

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

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

**27. Intentionally Left Blank.**

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

**29. SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants SAFE AND SOUND a security interest in the security equipment installed by SAFE AND SOUND and SAFE AND SOUND is authorized to file a financing statement.

**30. CREDIT INVESTIGATION:** Subscriber and any guarantor authorize SAFE AND SOUND to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

**31. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except SAFE AND SOUND's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

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

**Project Grand Total: \$6,015,455.27**

## **7.0 Project Schedule**

Safe and Sound Security has the capacity to assign multiple full-time crews to this project. Though there are many potential hurdles that can affect a project of this magnitude, we have provided an estimate in section 5.1. As the work progresses, Safe and Sound will make every adjustment necessary to have the entire system, across all 12 schools, installed, inspected, and tested prior to the start of the 2025 school year (August 15th, 2025).

In addition, we will create a comprehensive per school schedule which can be shared with all local stakeholders. Also, this system will require a more robust training for all parties than that received for the camera system, as schools are completed we will need to find a way to coordinate this either individually, or district-wide.

## **8.0 Conflict of Interest**

Safe and Sound Security has no conflict of interest with Azusa Unified School District, or any other aspect of this project that would impair our ability to participate in this project with full impartiality.

## **9.0 Insurance and Indemnity**

Safe and Sound Security maintains insurance policies that meet or exceed Azusa Unified School District's requirements for this project.

If awarded this project, Safe and Sound Security will provide Certificates of Insurance that name Azusa Unified School District as a co-insured on these policies. These certificates will specify that the insurance coverage will be maintained for the full period of contract performance. These certificates will be provided to Azusa Unified School District at the time of contract award.