



OAKLAND MILITARY INSTITUTE

3877 Lusk Street
Oakland, California 94608

NGCA-YCP-OMI-CO

29 June 2023

MEMORANDUM FOR RECORD

SUBJECT: SafeTight Security

1. SafeTight is the recommend security vendor.

Item	Install Price (w/ tax)	Monthly Service Price	Notes
Event Based Video Monitoring	\$ 5400.00 (revised)	\$ 225.00	24 month term
Eagle Eye Cloud VMS	\$56544.84	\$1264.29	
Brivo Cloud Access	\$13280.95	\$ 122.35	
Intrusion Alarms	\$ 5806.32	\$ 149.97	
Intercom	\$ 9525.60	NA	
Sub		\$1761.61	
Annual Total	\$90557.71	\$21139.32	\$111697.03

2. Part and crew scheduling requires up to 14 days.

3. Installation entails: 1) camera installation-14 days 2) data equipment-5 days and 3) intercom system-5 days. Mr. Robles notified vendor of need to avoid concurrent project installation in favor of operational checks accomplished within two weeks from start.

4. Any questions can be directed to the undersigned at tjames@omiacademy.org.

Thomas L. James
Thomas L. James CMSgt (CA), CSG
Commandant and Chief Business Officer



Proposal # 1126 - Eagle Eye Cloud VMS

Total \$56,544.84 Monthly \$1,264.29

(Estimated installation time two weeks)

Proposal # 1127 - Brivo Cloud Access Control

Total \$13,280.95 Monthly \$112.35

(Estimated installation time one week)

Proposal # 1132 - Intrusion Alarms

Total 5,806.32 Monthly \$149.97

(Estimated installation time one week)

Proposal #129 - Network Based Intercom

\$9,525.60

(Estimated installation time one week)

Proposal # 1199 - Live Video Monitoring

Total \$4,101.30 Monthly \$225.00

(Estimated installation time one week)

Total Combined Installation Cost: \$89,259.01

Total Combined Monthly Service Fees: \$1,751.61

Total Deposit: \$44,000.00

Neftali Rosado, Jr.

Neftali Rosado

Managing Partner



Proposal

Proposal ID: 1199
 Proposal Date: 06/24/2023

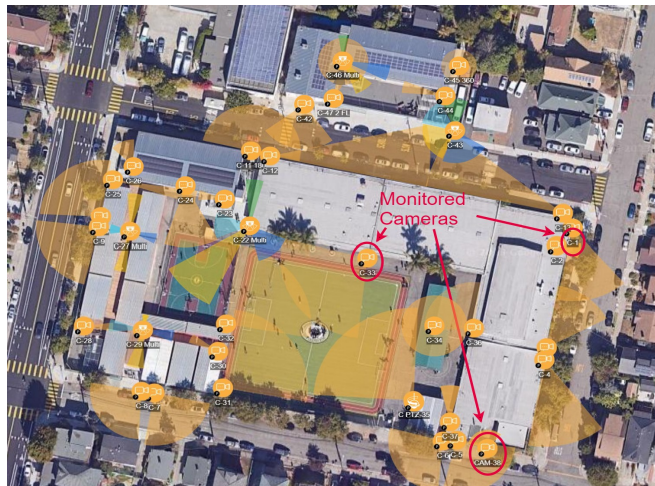
8495 Pardee Dr., # 6034
 Oakland, CA 94621
 510-439-9500
 www.SafeTightSecurity.com

CSLB License # 1078195
 ACO # 8041

Customer Information:
 Oakland Military Institute
 3877 Lusk St
 Oakland, CA 94608
 (510) 594-3961

Site Information:
 Oakland Military Institute
 3877 Lusk St
 Oakland, CA 94608
 (510) 594-3961

EVENT BASED VIDEO MONITORING



SafeTight Security will install an event based video monitoring system consisting of items in Exhibit A below on (3) cameras indicated in image above. All equipment installed by SafeTight Security will be programmed, tested and field of view adjusted to maximize coverage. Customer will be trained on how to use system. System is designed to notify first responders and/or contact list.

Exhibit A (Items To Be Installed)

Quantity	Description	Part Image
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*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****



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3.00 Optex Visual Verification Bridge for Transmission of Video to Central Station



3.00 Optex CKIPS30W CHEKT 30W IP Horn Outdoor Speaker, White



Sales and Service Agreement – SafeTight Security LLC.

1. SERVICES: SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).

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2. INSTALLATION CHARGES: The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.

3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

4. ACCESS: SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.

5. OWNERSHIP: For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.

6. OPERATION: Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to

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permit proper installation and operation of the system(s). **To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's monitoring center at 1-888-461-0393. Note: When receiving a call regarding alarm activity the caller ID will be 510-439-9500. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.**

7. DELAYS - INTERRUPTION OF SERVICE: SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.

8. EQUIPMENT COVERED: Refer to attached Proposal or Rider "A," as applicable.

9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:

a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.

c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.

d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.

e) Electrical work external to the equipment or accessories furnished by SafeTight Security.

10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work

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performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer'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 is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-

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functioning of the system, or by the negligence, active or passive, of SafeTight Security.

12. RENEWAL: The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.

13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

15. SUCCESSORS: The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.

16. ALARM PERMIT: Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.

17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

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MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$2050.65 DUE UPON COMPLETION: \$2050.65

MONTHLY SERVICE FEE: \$225.00 TERM AGREEMENT: 24 MONTHS ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$4,101.30 TOTAL CASH PRICE FOR SERVICES: \$5,400.00
(applicable taxes included) (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

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Note: Recurring monthly fee covers a total of 50 events monthly. Each event exceeding 50 will be billed at \$2.00 per event. There is a seven-day calibration period for all new installations.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENEFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENEFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali

SAFETIGHT SECURITY LLC.

Oakland Military Institute

Customer Name

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(OR AUTHORIZED AGENT)

Neftali Rosado

Signature

X

Oakland Military Institute

06/24/2023

6/25/2023

Date Signed

Certified by the following agencies:

SafeTight Security - Security That's Safe Tight

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