

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001106011

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 06/28/2019	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via See Details
Reference: 1019073 ANDREWSA HANEYB	Location / Dept 04ADMN EDC	

Supplier: 0000019832
 SIGNAL SERVICE
 P O BOX 597
 ANGELS CAMP CA 95222

Phone: (800) 983-5300
Fax: (209) 736-9301

email:

Ship To: EL DORADO CENTER
 RECEIVING
 6699 CAMPUS DRIVE
 PLACERVILLE CA 95667
 United States

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	SECURITY MONITORING SERVICE FOR CAMERON PARK OBSERVATORY AT EL DORADO CENTER \$79 PER MONTH	1.00	JOB	948.00	948.00	06/30/2020

THIS PO VALID FROM 07-01-2019 TO 06-30-2020

EMAIL PO TO: laura@signalserviceinc.com

LEASE AGREEMENT VALID 07/01/2017 - 06/30/2022
 AGREEMENT ON FILE IN GENERAL SERVICES
 TERMS OF LEASE - 60 MONTHS:

07/01/17 - 06/30/18 (PO #0001093817) 12/MONTHS \$828.00 @ \$69.00 PER/MO., BILLED QUARTERLY

07/01/18 - 06/30/19 (PO #0001099346) 12/MONTHS \$946.67 @ \$79.00 PER/MP., BILLED QTRLY. WITH 1ST QTR PRO-RATED (SEE LINE DESCRIPTION).

07/01/19 - 06/30/20 12/MONTHS \$948.00 (PO#0001106011)
 07/01/20 - 06/30/21 12/MONTHS \$948.00 (PO#)
 07/01/21 - 06/30/22 12/MONTHS \$948.00 (PO#)

*Service Location: Cameron Park Rotary Observatory

Sub Total Amount	948.00
Sales Tax Amount	0.00
Total PO Amount	948.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5500	11	FL.VI.ELDO	67100	00000	051C	948.00	2020

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

Requisition

Supplier: SIGNAL SERVICE 0000019832
 P O BOX 597
 ANGELS CAMP CA 95222
 United States

Phone: (800) 983-5300 **Fax:** (209) 736-9301
email:

Ship To: RECEIVING
 6699 CAMPUS DR
 PLACERVILLE CA 95667

Business Unit: GENFD		OPEN
Req ID: 0001019073	Date: 07/01/2019	Page: 1
Requisition Name: 2020 (MA) SIGNAL SERVICE		
Requester: Adrienne Andrews	Bldg#: EDC	
Requester Signature		
Buyer: Brenda Haney		
Approved:		
Entered By: ANDREWSA 26-APR-2019		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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948.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 948.00

EMAIL PO TO: laura@signalserviceinc.com

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<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5500	11	FL.VI.ELDO	67100	00000	051C	948.00

Approval Signature	Approval Signature	Approval Signature
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P.O. Box 597
Angels Camp, CA 95222
(800) 983-5300

April 3, 2019

Folsom Lake College- Los Rios C.C. Dist.
6699 Campus DR.
El Dorado Center
Placerville, CA 95687

Reference Customer # 11329

To Whom It May Concern,

For the 2019-2020 Fiscal year, Signal Service does not plan to increase the monitoring charges for the Observatory Burglar Alarm System. The monthly rate will remain \$79 per month.

Please feel free to contact me if you have any questions.

Sincerely,
Laura M. Dyken
Accounts Manager
800-983-5300
laura@signalserviceinc.com

LOS RIOS COMMUNITY COLLEGE DISTRICT

LRCDD

MAY 26 2017

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

GENERAL SERVICES

ARC CRC SCC FLC DO IT FM OTHER EDC

Agreement/Contract With: Signal Service

State the business terms of agreement: Installation and lease of alarm system for observatory

This agreement consists of the following documents: proposal, lease agreement

Funding Source: _____ Amount \$ _____

I have read and agree with the terms of this agreement:

By: N/A Adrienne Andrews Date: _____
Area Manager/Supervisor (Print name)

College VPA, DO-AVC, FM Director

I approve as to Substance

By: Joany Harman Joany Harman Date: 5/24/17
(Print name)

Risk Management

By: [Signature] Date: 5/31/17

General Services

By: _____ Date: _____
Associate Vice Chancellor, Finance

General Counsel (When necessary)

Changes necessary as specified on the document or on the attached memorandum.

Approved as to form.

By: _____ Date: _____
General Counsel

Los Rios Community College District

By: _____ Date: _____

Vice Chancellor of Finance and Administration Deputy Chancellor, Ed & Tech.



- New System
- Alteration - Addition
- New Owner
- Upgrade

LEASE AGREEMENT

Security Systems
 Consumer Affairs Lic. #AC03797
 Contractors Lic. #634458

Account #: _____

This Agreement is made and entered into this 24th day of May, 2017, by and between Folsom Lake College Los Rios C.C. ("Subscriber"), and Signal Service ("Company"). Company agrees to install, maintain, and service an alarm detection and monitoring system, and all related equipment ("System"), in the below named Premises of Subscriber ("Premises"). Subscriber agrees to pay to Company installation charge and fees set forth below for the services of Company for the initial period of five years after completion. Subscriber hereby agrees that all equipment, devices, wiring and attachments thereto remain the sole property of Company, all or any part thereof removable at expiration of the agreement or upon default in any terms herein without prejudice to collection of any or all sums due under contract or extension thereof to enforce any or all of the terms and conditions of this contract.

SUBSCRIBERS NAME: Folsom Lake College Conservatory E-MAIL ADDRESS: _____ E-MAIL INVOICE

PREMISES ADDRESS: Folsom Lake College - Los Rios Campus District CITY: _____ STATE: _____ ZIP: _____

PRIMARY PHONE: 6699 Campus Dr CROSS STREET: Placerville Ca 95677

Equipment Lease and Monitoring Payment: Subscriber agrees to pay to Company installation charge \$ 423- of which \$ 0 is due upon signing this agreement. A balance of \$ 423- will be invoiced as work progresses and is due in full upon completion of the system. In addition, to pay Company a fee of \$ 69- per month for monitoring services during the Original Term of this Agreement. The monitoring fee is payable quarterly in advance on the first (1st) day of each period covered by the payment.

TYPE SYSTEM BURGLARY FIRE PANIC/HU ELEVATOR PHONE ACCESS CONTROL VIDEO TEMPERATURE SUPERVISION

SERVICE LEVEL STANDARD EXTENDED WARRANTY

INSPECTIONS QUARTERLY SEMI-ANNUAL ANNUAL BIENNIAL INSPECTION DECLINED

MISCELLANEOUS MONITORING DAILY TEST REPORT OPEN/CLOSE REPORTS LOG ONLY ENTRE UDM REPORT STAR

CELLULAR BASIC PREMIUM Remote Account Mgmt

MOBILE CONTROL SIGSERV.NET CELL PHONE APP BASIC TEXT UNLIMITED TEXT VIDEO APP

COMMUNICATION POTS NETWORK CELLULAR BACK-UP CELLULAR RADIO

REMOVE EXISTING DTP XR 40 CONTROL PANEL PC ROOM
INSTALL DTP XT 30 PC ROOM AND CELL COMMUNICATION
REMOVE EXISTING ANTENNA

PAYMENT OPTIONS

Automatic Payment Authorization: Subscriber authorizes its bank to make payment to Company by Electronic Funds Transfer (EFT). Subscriber acknowledges it is in full control of all payments, and Subscriber authorizes Company to effect payment for any amounts due Company for monitoring services. Subscriber may terminate this authorization at any time.

SUBSCRIBER INITIAL HERE: _____ MONTHLY SERVICE CHARGES: INSTALLATION CHARGES:

BANK NAME: _____

CHECKING ACCOUNT #: _____ ABA CHECK ROUTING #: _____

VISA / MC #: _____ EXPIRATION DATE: _____

Commencement of the installation will begin on or about 5/24, 2017 (Initials _____) and will be complete on or about 7/24, 2017 (Initials _____) for purposes of this Agreement, "Substantial Commencement" shall occur upon the affixing to Subscriber's Premises of any of the equipment identified in this Agreement. Failure to Substantially Commence installation of the System within 20 days of the date specified herein, without legal excuse or justification, is a violation of the Alarm Company Act. Company will instruct Subscriber in the proper use of the System following installation.

ACCEPTED AND COPY RECEIVED BY:

Subscriber Name (Please Print): _____

Subscriber acknowledges that it has read and agrees to be bound by the terms of this Agreement, including the Limitation of Liability, the Express Limited Warranty and Disclaimer.

You, the Subscriber, may cancel this transaction at any time up to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

SIGNATURE: _____ DATE: _____

ACCEPTED BY COMPANY:

This Agreement shall not be binding upon Company until the terms have been approved in writing by an authorized representative of Company or Company begins monitoring service.

GWO

 [NAME]

- 1. MONITORING SERVICE** Company shall connect the System to its monitoring facility, or to another monitoring facility chosen by Company (the "Central Station"). Central Station shall have no obligation in connection with the installation, condition, operation (including any equipment failure which prevents signals from reaching Central Station), maintenance or repair of the System. Upon receipt of a signal, indicating that an alarm condition or "medical alert" exists, Company and Central Station shall make reasonable effort to notify the police, fire or other appropriate personnel in their respective absolute discretion, and such other persons Subscriber has designated (in writing to Central Station signed by Subscriber) to receive notification of such alarm condition. All notifications by Central Station shall be limited exclusively to making telephone communications. Central Station or Company may elect to verify the nature of the emergency by telephone prior to dispatching personnel, and may elect not to dispatch police, fire departments or emergency personnel if it believes the signal results from a false alarm. Central Station or Company shall have properly satisfied its monitoring obligations, and have no liability whatsoever, if it takes steps to verify the signal in accordance with all governmental requirements.
- 2. CREDIT PROFILE** Subscriber authorizes Company, and its agents, lenders and assigns, to obtain a credit profile of Subscriber; to receive information concerning Subscriber's credit history; and to use and rely upon such information in determining Subscriber's creditworthiness. Subscriber further authorizes any licensed credit reporting agency to release such information to Company and its lender. Upon request, Subscriber shall be entitled to the name and address of any agency which provides Company a credit profile of Subscriber.
- 3. ORIGINAL TERM; RENEWAL** The Original Term of this Agreement shall commence on the execution hereof. Subscriber shall have no right to terminate this Agreement prior to expiration of the Original Term. On the fifth anniversary date of this Agreement and on each anniversary date thereafter, this Agreement shall automatically be renewed for a period of one year unless either party notifies the other in writing not less than fifteen (15) days prior to the expiration of the Original Term, or any renewal, of its intention to terminate this Agreement. Renewals shall be at the rate established by Company on the renewal date. User hereby agrees that Company shall have the right to increase the monthly charge provided for herein at any time or times after expiration of one year of the initial period upon giving the User notice in writing. If the user is unwilling to pay such increase when it is effective, User may then cancel the unexpired term of this agreement by notifying Company in writing within 10 days. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one year each, after the initial period unless either party gives the other at least thirty days written notice, prior to expiration date, of its intentions to terminate this agreement upon its original or any renewed expiration date.
- 4. LIMITATIONS ON ACTIONS; WAIVER OF JURY TRIAL** No suit or action that relates in any way to this Agreement, or any monitoring service rendered or that should have been rendered, whether based upon contract, negligence or otherwise, shall be brought more than one (1) year after the accrual of the cause of action. Subscriber, Company and Central Station waive any right to a jury trial in any matter related to this Agreement, or any monitoring service rendered or that should have been rendered.
- 5. SUBSCRIBER OBLIGATIONS** Subscriber agrees that the System will be fully and properly maintained, tested at least once every thirty (30) days to ensure that it is properly communicating to the Central Station, and notify Company whenever the System is not operating properly. Subscriber warrants to Central Station and Company that all information provided by Subscriber will at all times be current, complete and accurate. Central Station or Company shall have access to the control panel and the information contained in the panel shall remain the property of Central Station or Company. In the event monitoring is terminated for any reason, Central Station and Company can disregard signals from the System, and take all steps to prevent such signals from being transmitted.
- 6. TAXES, FEES, FINES AND LICENSES** All charges set forth herein are based on existing federal, state and local taxes. Company may at any time to increase the monthly monitoring fee by the amount of any additional or increased taxes, fees, fines, licenses or charges which may be imposed on Company by any utility or government agency relating to the services provided herein. Subscriber shall obtain, at its sole expense, all necessary permits and licenses that may be required for the use and operation of the System. Subscriber shall be responsible for any and all fines, charges or fees imposed by any level of government arising in any manner from the operation of the System. Subscriber shall reimburse Company for fees assessed against Company as a result of an emergency call originating from Subscriber's Premises.
- 7. ASSIGNEES/SUBCONTRACTORS** Company or Central Station may assign or subcontract this Agreement including any obligations rights and provisions to any other person, firm or corporation without notice to Subscriber. Subscriber may not assign this Agreement.
- 8. RIGHT OF CANCELLATION** Company shall have the right to terminate this Agreement, its monitoring obligations, and exercise its rights under the Security Agreement, upon fifteen (15) days written notice to Subscriber of any of the following: (a) failure to pay an invoice for services or equipment issued by or on behalf of Company for a period of thirty (30) days from the date said invoice was due; (b) excessive false alarms originating from Subscriber's Premises or (c) Subscriber's failure to comply with any of the terms of this Agreement. In the event Central Station does not receive payment when due for any reason, or for any reason other than non-payment, Central Station shall be permitted to discontinue monitoring Subscriber's System upon giving Subscriber 15 days notice of termination (which notice may be given via regular first class mail, effective on date deposited by U.S. mail). Upon the date of termination, Company or Central Station shall be permitted to de-activate the System, and neither Company nor Central Station shall owe no further duties or obligations to Subscriber thereafter, including any duty to render monitoring services. Company shall be entitled to all amounts due it for monitoring services up to the date of discontinuance.
- 9. DEFAULT BY SUBSCRIBER** If Subscriber fails to make any payment to Company within 30 days of the date it becomes due, or if Subscriber fails to perform any other conditions within 30 days of Company's written request, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or any of Subscriber's property, or if Subscriber makes any assignment for the benefit of creditors, then, in addition to the rights in Paragraph 8, Company shall have the right to, but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscriber and continue to provide monitoring services, in which case Company shall be entitled to recover, in addition, any monthly amounts due Company from Subscriber for all additional monitoring services thereafter provided by Company pursuant to this Agreement; or (b) discontinue monitoring services; recover all amounts due and payable to Company for monitoring services rendered, but not paid for, prior to termination; and recover from Subscriber the balance of all sums due for monitoring services for the remainder of the Original Term. In addition, if Company or Central Station elects to discontinue monitoring services, Company may remove the Systems, and all related components from Subscriber's Premises upon fifteen (15) days written notice to Subscriber at the above address pursuant to the Security Agreement. In the event this Agreement is terminated, monitoring services by Central Station shall automatically terminate.
- 10. EXPRESS LIMITED WARRANTY AND DISCLAIMER:** For a period of ninety (90) days from the date installation of the System is completed, Company will repair or replace (at its option) any defective part or material in the System without charge to Subscriber. Company may substitute parts or material of equivalent quality with those originally installed in the System. This warranty does not include any defect in, or failure of the System, or any part or material, if caused by misuse, accident, unauthorized service, act of god or failure to allow reasonable and necessary maintenance. Except for the foregoing obligation assumed by the Company, neither Company nor Central Station make any express warranties as to any matter including, without limitation, that the System or any part thereof is fit for a particular purpose, free from potential compromise or circumvention, or that it will prevent any loss by burglary, holding, fire or otherwise, or provide in all cases the protection sought by Subscriber. **ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY WITHDRAWN AND DISCLAIMED.** In no event shall Company or Central Station be liable for any lost profits, incidental damages or consequential damages. Neither Central Station nor Company shall be responsible for any equipment failure which prevents signals from reaching Central Station, or damages arising therefrom. Central Station or Company in their respective absolute discretion, shall be permitted to suspend its monitoring services at any time without notice to Subscriber.
- 11. NOT AN INSURER, LIMITATION OF LIABILITY, LIQUIDATED** Subscriber agrees that Company and Central Station are not insurers, that the payments provided for herein are based solely on the value of the System and services be provided and are unrelated to the value of the property located on Subscriber's Premises. Insurance covering injury to persons or property must be separately obtained by Subscriber. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may result from Company's or Central Station's negligence or failure to perform any of the obligations created herein or the failure of the System to properly operate or the failure to properly monitor or respond to the System, with resulting loss or injury to Subscriber because of: a) the uncertain amount or value of Subscriber's property or the property of others kept in the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service was intended to avert; b) the uncertain nature of the personal injuries which might be suffered as a result of occurrences which the System or service was intended to avert; c) the uncertainty of response time of police, fire department or emergency agency, should they be dispatched as a result of a signal being received from Subscriber's Premises; d) the inability to ascertain what portion, if any, of any loss would be legally caused by Company's or Central Station's failure to perform or by the failure of any part of the System to operate; e) the limited nature of services provided by Company and Central Station. Subscriber understands and agrees that if Company or Central Station should be found liable for loss or damage due to failure of Company or Central Station to perform any obligations, including but not limited to the inspection of System components, or the failure of the System in any respect whatsoever, or the failure to properly monitor or respond to the System, or Company's or Central Station's negligence, Company's and Central Station's liability shall be limited to a sum equal to the total amount of six (6) monthly monitoring payments by Subscriber to Company or two hundred and fifty dollars (\$250.00), whichever is lesser, as liquidated damages and not as a penalty and this liability shall be exclusive. This section shall apply if loss or damages, irrespective of cause or origin, result directly or indirectly to persons or property from performance or nonperformance, or from the negligence of Company or Central Station.
- 12. THIRD-PARTY INDEMNIFICATION** Subscriber shall indemnify, defend and hold harmless Company and Central Station, their employees and agents for and against all claims brought by parties other than the parties to this Agreement relating to the System, or any monitoring services provided or that should have been provided. This provision shall apply to all claims regardless of cause including Company's or Central Station's performance or failure to perform and inducing defects in products, design, installation, maintenance, inspection, monitoring services, or operation of the System whether based upon negligence, active or passive, warranty, or strict or product liability on the part of Company or Central Station, their employees or agents. This provision shall not apply to claims for loss or damage solely and directly caused by an employee of Company or Central Station while on Subscriber's Premises.
- 13. SUBROGATION** Subscriber releases, discharges and holds Company and Central Station harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Subscriber's Premises whether said claims are made by Subscriber, its agents, insurance company, or other parties claiming under or through Subscriber. Company and Central Station shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from any insurer or any insurance company, or any loss or damage against which Subscriber is indemnified or insured. Subscriber agrees to defend and hold Company and Central Station harmless from, and indemnify Company and Central Station against any action or subrogation which may be brought against Company or Central Station by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Subscriber shall notify its insurance carrier of the terms of this provision.
- 14. DELINQUENCY & LATE CHARGE; RECONNECTION CHARGE** Subscriber shall pay Company a service charge equal to \$25.00 plus 1.5% per month on any unpaid balances, as a late fee and not as interest, and for costs of rebilling upon delinquency and any fees incurred by referring to a Collections Agency. If the System is deactivated because of Subscriber's delinquency, Subscriber will pay a reconnection charge at Company's then prevailing service labor rate.
- 15. ENTIRE AGREEMENT** This Agreement contains the entire agreement between the parties hereto, and supersedes all previous negotiations, commitments and understandings. Any amendments or modifications of this Agreement must be in writing and signed by the parties. If any provision of this Agreement is found to be invalid or inoperative, all of the remaining terms shall remain in full force.
- 16. VENUE, APPLICABLE LAW AND ATTORNEY'S FEES** This Agreement shall be governed by the laws of the State of California. Venue in any action to enforce or interpret this Agreement shall be in Calaveras County, California. In any action to collect any sums due and payable under this Agreement, the prevailing party shall be entitled to cover its reasonable attorney's fees. **ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CA, 95814**