



7390 Bulldog Way
Palermo, CA 95968-9700
(530) 533-4842
Fax (530) 532-1047

Superintendent
Gary Rogers

Board of Trustees
Debbie Hoffman
Cody Nissen
Justin Younger
Kimberly Tyler
Mark McClarren

Helen Wilcox School
5737 Autrey Lane
Oroville, CA 95966
(530) 533-7626
Fax (530) 533-6949
Heather Scott, Principal

Honcut School
68 School Street
Oroville, CA 95966
(530) 742-5284
Fax (530) 742-2955
Heather Scott, Principal

Palermo Middle School
7350 Bulldog Way
Palermo, CA 95968
(530) 533-4708
Fax (530) 532-7801
Kimberly Solano, Principal

Golden Hills School
2400 Via Canela
Oroville, CA 95966
(530) 532-6000
Fax (530) 534-7982
Kristi Napoli, Principal

REGULAR BOARD MEETING AGENDA

August 13, 2025

District Office Boardroom

7390 Bulldog Way, Palermo, CA 95968

5:00 pm

[Note: The Board of Trustees may take action on any item posted on this Agenda. Members of the public may directly address the Board concerning any item on this Agenda prior to or during the Board consideration of that item, as determined by the Board President. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Superintendent's Office (530) 533-4842, ext. 7. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to these meetings. This Agenda and all supporting documents are available for public review at the District Office, 7390 Bulldog Way, Palermo, CA. Documents that have been distributed to the Board less than 72 hours before the meeting are available for public inspection at the District Office, 7390 Bulldog Way, Palermo, CA 95968.]

INTRODUCTION

1. **Call to Order** (Time_____)

2. **Flag Salute**

3. **Roll Call**

4. **Approval of Agenda**

ACTION_____MOTION_____SECOND_____VOTE_____

5. **Audience with the Board**

Non-Agenda Items:

At this time, the Board President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to stand, state your name for the record and make your presentation. Presentations may be limited to five (5) minutes. The Brown Act, however, does not allow the Governing Board to discuss or take action on any item that is not on the posted agenda. The item may, by Board direction, be placed on a later Board Meeting Agenda for discussion and/or action. The Board may direct the Superintendent to investigate the subject and present a follow-up report at a future Board Meeting.

6. **Audience with the Board**

Agenda Items:

This is the time the Board President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda you will be asked to stand and repeat your name for the record, and make your presentation [five (5) minutes time limit per person].

7. Tell Me Something Good | Site & Student Recognition

Preschool

The PUESD preschool programs kicked off the summer with a family concert with 1,2,3, Andre's followed by a field trip to Helen Wilcox to see the "Wildthings". Each week children explored different themes and had opportunities to develop new language and learning. Most recently the children explored 16th century pirates and mermaids and ended the unit with a pirate workshop at the Oroville State Theater, where they learned to talk, sing, and dance like pirates!



8. Consent Agenda

The consent agenda will be approved by a single motion and vote unless items are removed by a Board Member and placed on the regular agenda for discussion and action.

Action Items

- a. Minutes of July 23, 2025 Regular Board Meeting.
- b. Warrants of July 1, 2025 through July 31, 2025, 327721-330296, for the amount of \$858,947.12 Funds 01, 12, 13, 35, 40
- c. Surplus & Obsolete Requests

Request to declare surplus/obsolete equipment and District property be approved and the Superintendent be directed to dispose of said equipment and property, according to the appropriate method, including disposal, as per Education Code Sections 60500-01, 60510-11, 60520-21, 60530, and Board Policy 3270. Surplus/Obsolete Items

(which may include disposal of surplus property in the local dump or donation to a charitable organization due to value of such property not defraying the cost of its sale. All items below are valued at less than \$2,500).

Note: Paperwork on these items is available for review at the District Office.

Obsolete Inventory

- *Texts for English Language Development*, Benchmark Advance, 2017

Reports

d. Events Calendar

REFERENCE #1

e. Palermo Account Ledger | June1, 2025 – June 30, 2025

REFERENCE #2

CONSENT AGENDA APPROVAL

ACTION____MOTION____SECOND____VOTE____

9. ITEMS REMOVED FROM CONSENT AGENDA

a. ACTION____MOTION____SECOND____VOTE____

b. ACTION____MOTION____SECOND____VOTE____

10. Staff Reports/Business Items

- a. It is recommended the Agreement between Palermo Union Elementary School District and Accularm Security Systems in the amount of \$4,390.00 for burglar alarm system installation, effective August 1, 2025, be approved.

REFERENCE #3

ACTION____MOTION____SECOND____VOTE____

- b. It is recommended the Agreement between Palermo Union Elementary School District and Accularm Security Systems for burglar monitoring services, effective August 1, 2025, be approved.

REFERENCE #4

ACTION____MOTION____SECOND____VOTE____

- c. It is recommended the Agreement between Palermo Union Elementary School District and Accularm Security Systems in the amount of \$5,325.00 for fire alarm system installation, effective August 1, 2025, be approved.

REFERENCE #5

ACTION____MOTION____SECOND____VOTE____

- d. It is recommended the Agreement between Palermo Union Elementary School District and Accularm Security Systems for fire monitoring services, effective August 1, 2025, be approved.

REFERENCE #6

ACTION____MOTION____SECOND____VOTE____

- e. It is recommended the Agreement between Palermo Union Elementary School District and United building Contractors in the amount of \$41,810.60 for renovation to new District Office building, effective July 22, 2025, be approved.

REFERENCE #7

ACTION____MOTION____SECOND____VOTE____

- f. It is recommended that the bid from Carpets Galore in the amount of \$14,657.00 for flooring in the new District Office building, be approved.

REFERENCE #8

ACTION____MOTION____SECOND____VOTE____

- g. It is recommended the Helen Wilcox TK/K Change Orders, as detailed in the attached reference, be approved.

Original Contract Amount: \$5,285,338.00

Change Orders: \$75,747.98

Revised Contract Amount: \$5,361,085.98

REFERENCE #9

ACTION____MOTION____SECOND____VOTE____

- h. California School Employees Association, Bargaining Unit 336. Comments from CSEA, if any, to the Governing Board.
- i. Palermo Teachers Association, Bargaining Unit (PTA/CTA/NEA). Comments from PTA, if any, to the Governing Board.

11. Board Policies & Administrative Regulations

The following Board Policies and Administrative Regulations are presented to the Board for second and final reading.

Please Note: All Board Policies and Administrative Regulations listed below are available for review at the District Office.

- a. It is recommended that Board Policy 7110 – Facilities Master Plan, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- b. It is recommended that Administrative Regulation 7111 – Evaluating Existing Buildings, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- c. It is recommended that Board Policy 7131 – Relations with Local Agencies, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- d. It is recommended that Board Policy 7140 – Architectural and Engineering Services, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- e. It is recommended that Administrative Regulation 7140 – Architectural and Engineering Services, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- f. It is recommended that Board Policy 7150 – Site Selection and Development, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- g. It is recommended that Administrative Regulation 7150 – Site Selection and Development, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

- h. It is recommended that Board Policy 9000 – Role of the Board, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- i. It is recommended that Board Policy 9005 – Governance Standards, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- j. It is recommended that Board Policy 9010 – Public Statements, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- k. It is recommended that Board Policy 9011 – Disclosure of Confidential/Privileged Information, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- l. It is recommended that Board Policy 9012 – Board Member Electronic Communications, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- m. It is recommended that Board Policy 9100 – Organization, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- n. It is recommended that Board Policy 9121 – President, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- o. It is recommended that Board Policy 9122 – Secretary, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- p. It is recommended that Board Policy 9123 – Clerk, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- q. It is recommended that Board Policy 9124 – Attorney, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- r. It is recommended that Board Policy 9130 – Board Committees, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- s. It is recommended that Board Policy 9140 – Board Representatives, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- t. It is recommended that Board Policy 9200 – Limits of Board Member Authority, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- u. It is recommended that Board Policy 9220 – Governing Board Elections, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- v. It is recommended that Exhibit 9220 – Governing Board Elections, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- w. It is recommended that Board Policy 9222 – Resignation, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- x. It is recommended that Board Policy 9223 – Filling Vacancies, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- y. It is recommended that Board Policy 9224 – Oath or Affirmation, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- z. It is recommended that Board Policy 9230 – Orientation, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- aa. It is recommended that Board Policy 9240 – Board Training, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- bb. It is recommended that Exhibit 9250 – Remuneration, Reimbursement, and Other Benefits, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- cc. It is recommended that Board Policy 9260 – Legal Protection, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- dd. It is recommended that Board Policy 9270 – Conflict of Interest, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- ee. It is recommended that Exhibit 9270 – Conflict of Interest, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- ff. It is recommended that Board Policy 9310 – Board Policies, be approved (second and final reading).

ACTION_____MOTION_____SECOND_____VOTE_____

- gg. It is recommended that Board Policy 9320 – Meetings and Notices, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

hh. It is recommended that Board Policy 9321 – Closed Session, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

ii. It is recommended that Exhibit 9321 – Closed Session, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

jj. It is recommended that Board Policy 9322 – Agenda/ Meeting Materials, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

kk. It is recommended that Board Policy 9323 – Meeting Conduct, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

ll. It is recommended that Board Policy 9323.2 – Actions by the Board, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

mm. It is recommended that Exhibit 9323.2 – Actions by the Board, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

nn. It is recommended that Board Policy 9324 – minutes and Recordings, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

oo. It is recommended that Board Policy 9400 – Board Self-Evaluation, be approved (second and final reading).

ACTION____MOTION____SECOND____VOTE____

12. Correspondence

- a. Palermo USD PSE Feedback

REFERENCE #10

13. Superintendent's Reports

14. Board Items

CLOSED SESSION (Time_____)

1. Closed session for the purpose of discussing student matters/discipline, in accordance with Education Code Sections 48918 and 35146.
2. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/confidential, in accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent.

OPEN SESSION (Time_____)

REPORTS ON ACTION(S) TAKEN IN CLOSED SESSION

ACTION ITEMS

15. **Personnel | Recommendation: Approval** (Pending successful completion of pre-employment requirements.)

Certificated

- a. Mya Galev, Certificated Teacher, Column III, Step 2, Helen Wilcox School, request to hire as a Temporary Certificated Teacher, effective August 4, 2025.

Classified

- b. Marshall Toet, Bus Driver, Transportation, Class 16, Step 3, 4.0 hours per day, request to hire as a Bus Driver effective August 7, 2025.
- c. Jennifer Travis, Bus Driver, Transportation, Class 16, Step 4, 4.0 hours per day, request to hire as a Bus Driver effective August 7, 2025.

- d. Andee Krantz, Instructional Aide, Helen Wilcox School, 3.5 hours per day, change contract days from Mon-Thurs to Mon-Friday, effective August 7, 2025.

Resignation/Retirement

- e. Kari Parks-Gendreau, Instructional Aide, Palermo Middle School, resignation effective August 8, 2025.

ADJOURNMENT (Time_____)

Palermo Union Elementary School District
Regular Board Meeting Minutes
July 23, 2025
Helen Wilcox School
5737 Autrey Lane, Oroville, CA 95966

INTRODUCTION

1. President, Debbie Hoffman, called the meeting to order at 4: 45 PM, and welcomed those in attendance.
2. Board President Debbie Hoffman led those in attendance in the flag salute.
3. Members of the Governing Board in attendance were: Debbie Hoffman, Justin Younger, Mark McClarren, Cody Nissen and Kimberly Tyler.

Others present were: Gary Rogers and Jessica Coon.

4. A motion was made by Cody Nissen and seconded by Justin Younger, recommending the agenda be approved. Debbie Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.

5. **Audience with the Board**

Non-Agenda Items:

No one had business to bring before the Board.

6. **Audience with the Board**

Agenda Items:

No one has business to bring before the Board.

7. **Tell Me Something Good | Site & Student Recognition**

8. **Consent Agenda**

A motion was made by Cody Nissen and seconded by Justin Younger, recommending the following Consent Agenda items be approved. Debbie Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.

Action Items

- a. Minutes of June 25, 2025 Regular Board Meeting.

- b. Warrants of June 1, 2025 through June 30, 2025, 325301-326901, for the amount of \$368,756.04 Funds 01, 12, 13, 35, 40

Reports

- c. Events Calendar
- d. Quarterly Report on Williams Uniform Complaints [Education Code Section 35186(d)] is presented for information. No complaints were filed with any school in the District during the quarter indicated.

9. Items Removed from the Consent Agenda

There were no items removed from the Consent Agenda.

10. Staff Reports/Business Items

- a. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the Agreement between Palermo Union Elementary School District and King Consulting for consulting services be approved. Debbie Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.
- b. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that Board Resolution No. 25-09, which authorizes holders of a Multiple Subject Credential to teach in a departmentalized classroom below grade 9 in accordance with Education Code 44256 (b) be approved. Debbie Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.
- c. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that Board Resolution No. 25-10, which authorizes holders of a valid credential to teach departmentalized classes in grades K-12, provided their competence is verified in accordance with Education Code 44258.3 be approved. Debbie Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.
- d. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the 2025-26 Agricultural Career Technical Education Incentive Grant, effective July 1, 2025 to June 30, 2026 be approved. Debbie Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.
- e. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the Agreement between Palermo Union Elementary School District and United Building Contractors for construction of the Helen Wilcox Elementary School Transitional Kindergarten/Kindergarten Classroom Building be approved. Debbie

Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.

- f. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the Agreement between Palermo Union Elementary School District and United Building Contractors for the Honcut Well Project be approved. Debbie Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.
 - o Total cost \$1,070,000, Funding Source State Water Resources Control Board Grant (SWRCB)
- g. A motion was made by Cody Nissen, seconded by Justin Younger, recommending that the Master Agreement between Palermo Union Elementary School District and Rising Star Sped Academy for Nonpublic, Nonsectarian School/Agency Services for the 2025-26 school year be approved. Debbie Hoffman, Justin Younger, Cody Nissen and Kimberly Tyler voted aye. Motion unanimously carried.
- h. There were no comments from the California School Employees Association, Bargaining Unit 366.
- i. There were no comments from the Palermo Teachers Association Bargaining Unit (PTA/CTA/NEA).

11. **Board Policies & Administrative Regulations**

The following Board Policies and Administrative Regulations were presented to the Board for first reading.

Please Note: All Board Policies and Administrative Regulations listed below are available for review at the District Office.

- a. Board Policy 7110 – Facilities Master Plan
- b. Administrative Regulation 7111 – Evaluating Existing Buildings
- c. Board Policy 7131 – Relations with Local Agencies
- d. Board Policy 7140 – Architectural and Engineering Services
- e. Administrative Regulation 7140 – Architectural and Engineering Services
- f. Board Policy 7150 – Site Selection and Development
- g. Administrative Regulation 7150 – Site Selection and Development
- h. Board Policy 9000 – Role of the Board
- i. Board Policy 9005 – Governance Standards

- j. Board Policy 9010 – Public Statements
- k. Board Policy 9011 – Disclosure of Confidential/Privileged Information
- l. Board Policy 9012 – Board Member Electronic Communications
- m. Board Policy 9100 – Organization
- n. Board Policy 9121 – President
- o. Board Policy 9122 – Secretary
- p. Board Policy 9123 – Clerk
- q. Board Policy 9124 – Attorney
- r. Board Policy 9130 – Board Committees
- s. Board Policy 9140 – Board Representatives
- t. Board Policy 9200 – Limits of Board Member Authority
- u. Board Policy 9220 – Governing Board Elections
- v. Exhibit 9220 – Governing Board Elections
- w. Board Policy 9222 – Resignation
- x. Board Policy 9223 – Filling Vacancies
- y. Board Policy 9224 – Oath or Affirmation
- z. Board Policy 9230 – Orientation
- aa. Board Policy 9240 – Board Training
- bb. Exhibit 9250 – Remuneration, Reimbursement, and Other Benefits
- cc. Board Policy 9260 – Legal Protection
- dd. Board Policy 9270 – Conflict of Interest
- ee. Exhibit 9270 – Conflict of Interest
- ff. Board Policy 9310 – Board Policies
- gg. Board Policy 9320 – Meetings and Notices

- hh. Board Policy 9321 – Closed Session
- ii. Exhibit 9321 – Closed Session
- jj. Board Policy 9322 – Agenda/ Meeting Materials
- kk. Board Policy 9323 – Meeting Conduct
- ll. Board Policy 9323.2 – Actions by the Board
- mm. Exhibit 9323.2 – Actions by the Board
- nn. Board Policy 9324 – minutes and Recordings
- oo. Board Policy 9400 – Board Self-Evaluation

12. Superintendent's Reports

Superintendent Gary Rogers provided the Board with an update on the current federal government funding freeze. He assured the Board that the district's primary source of federal funding, Title I, will remain unaffected. However, funding from Title II, Title III, and Title IV will be impacted. Mr. Rogers emphasized the importance monitoring spending in those areas. He also noted that, should funding be reduced for programs the district wishes to keep, alternative funds within the budget can be identified to support those programs.

13. Board Items

None.

CLOSED SESSION

The Board recessed into Closed Session at 4:56 PM to discuss the following:

1. Closed session for the purpose of discussing student matters/discipline, all in accordance with Education Code Sections 48918 and 35146.
2. Closed session regarding matters of personnel/employment all in accordance with Government Code Section 54957.
3. Closed session regarding matters of negotiation with the Palermo Teachers Association (PTA/CTA/NEA) and Classified School Employees Association (CSEA), Bargaining Unit 336. In accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent; and matters of negotiations with unrepresented groups, certificated management and classified management/confidential, in accordance with Government Code Section 54957.6, with designated representative Gary Rogers, Superintendent.

OPEN SESSION

The Board reconvened into Open Session at 5:08 PM

14. **Action on Stipulated Agreement Case No. 11000**

a. Action No. 1 | Finding of Fact

A motion was made by Cody Nissen, seconded by Justin Younger, to find that Student No. 11000 did, in fact, violate Education Code Section 48900(1): Caused, attempted to cause, or threatened to cause physical injury to another person.

Debbie Hoffman, Justin Younger, Kimberly Tyler, Cody Nissen and Mark McClarren voted aye. Motion unanimously carried.

b. Action No. 2 | Action of Pending Stipulated Agreement

A motion was made by Cody Nissen, seconded by Justin Younger, to suspend the implementation of the expulsion of Student No. 11000 through the end of the first trimester of the 2025-2026 school year. The motion also included the recommendation of the following rehabilitation plan to support the student's successful reintegration:

- 1) The student shall attend a minimum of five (5) counseling sessions with a credentialed district school counselor. These sessions may address areas such as social, academic, life skills, and study/school skills, among others. The district and site staff will coordinate scheduling and provide a schedule to the student and parent.
- 2) The student shall maintain good attendance.
- 3) The student shall participate in community service projects as arranged by the Palermo Community Day School.
- 4) The student shall adhere to the Student Conduct Code as outlined in the district policies, the Student Handbook, and applicable provisions of California Education Code Section 48900 et seq.
- 5) The student shall not be present on any other school campus within the district during the term of the expulsion and this agreement.
- 6) Should the student commit any acts specified in California Education Code Section 48915 or 48900 during the period of the suspended expulsion, the expulsion may be reimposed.

Debbie Hoffman, Justin Younger, Kimberly Tyler, Cody Nissen, and Mark McClarren voted aye. Motion unanimously carried.

15. **Personnel – Recommendation: Approval** (Pending successful completion of pre-employment requirements.)

A motion was made by Cody Nissen, seconded by Justin Younger, recommending the following personnel items be approved. Justin Younger, Kimberly Tyler, Cody Nissen, and Mark McClarren voted aye. Debbie Hoffman abstained from the vote. Motion unanimously carried.

Certificated

- a. Nancy Nehl, Certificated Teacher, Column III, Step 1, Helen Wilcox School, hire as a Certificated Teacher, effective August 4, 2025.
- b. Yee Vang-Her, Certificated Teacher, Column III, Step 16, Golden Hills and Palermo Middle School, hire as a Certificated Teacher, effective August 4, 2025.
- c. Bailey Kassel, Certificated Teacher, Column I, Step 1, Helen Wilcox School hire as a Temporary Certificated Intern Teacher, effective August 4, 2025.
- d. Austin Benson, Certificated Teacher, Column III, Step 3, Golden Hills School, add Masters Stipend, effective August 4, 2025.
- e. Mikaela Woodbury, Certificated Teacher, Column I, Step 7, Palermo Middle School, hire as a Certificated Teacher, effective August 4, 2025.
- f. Mallory Slaten, Certificated Teacher, Column I, Step 1, Palermo Middle School, hire as a Certificated Teacher, effective August 4, 2025.
- g. Jonathan Mattern, Certificated Teacher, Column III, Step 12, Helen Wilcox School, add Masters Stipend, effective August 4, 2025.

Amendment: Jonathan Mattern, Teacher, Column III, Step 21, Helen Wilcox School, add Masters Stipend, effective August 4, 2025.

- h. Alexandria Spoonmore, Certificated Substitute, District Wide, add to certificated sub list effective July 8, 2025.

Classified

- a. Jennifer Houghton, Instructional Aide, Helen Wilcox School, Class 7, Step 2, 3.5 hours per day, hire as an Instructional Aide effective August 5, 2025.
- b. Cooper Friberg, Groundskeeper/Maintenance, District Wide, Class 14, Step 5, 8 hours per day, hire as Groundskeeper/Maintenance effective August 1, 2025.
- i. Rachel Jamison, Instructional Aide, Helen Wilcox School, change contract hours from 3.5 hours per day to 6.5 hours per day, effective August 7, 2025.

- j. Sedona Haymond, Instructional Aide, Helen Wilcox School, change contract hours from 3.5 hours per day to 6.5 hours per day, effective August 7, 2025.

Resignation/Retirement

- k. Brittny Elam, Instructional Aide, Helen Wilcox School, resignation effective June 30, 2025.

ADJOURNMENT

President, Debbie Hoffman, declared the meeting adjourned at 5:10 PM

Respectfully submitted,

Gary Rogers,
Secretary of the Governing Board

Checks Dated 07/01/2025 through 07/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-327721	07/01/2025	RODRIGUEZ PORTABLES	01-5600		220.00
3005-327722	07/01/2025	ALPHA ENTERPRISE	01-5600		425.00
3005-327723	07/01/2025	AMAZON FULLFILLMENT SERVICES	01-4300	610.95	
			12-4300	1,405.94	
			12-4353	35.86	2,052.75
3005-327724	07/01/2025	BETTER DEAL EXCHANGE	12-4300		19.84
3005-327725	07/01/2025	BOWLERO EVENTS A/R & ASHLEY MORGAN	01-5810		1,252.85
3005-327726	07/01/2025	BUSWEST LLC	01-4335		1,161.89
3005-327727	07/01/2025	FUNLAND/CALSKATE	01-5810		384.00
3005-327728	07/01/2025	COGENT SOLUTIONS & SUPPLIES	13-4300		121.93
3005-327729	07/01/2025	THE DANIELSEN COMPANY	01-4700		7,515.21
3005-327730	07/01/2025	DANNIS WOLIVER KELLEY	01-5830		2,008.00
3005-327731	07/01/2025	DAWSON OIL	01-4309		1,522.27
3005-327732	07/01/2025	DEPARTMENT OF SOCIAL SERVICES MS 9-3-67	12-5809		484.00
3005-327733	07/01/2025	GLOBAL OFFICE	01-5602	7,777.49	
			12-5602	97.41	7,874.90
3005-327734	07/01/2025	OFFICE DEPOT	01-4300		69.11
3005-327735	07/01/2025	OREILLY AUTOMOTIVE STORES INC	01-4300		422.45
3005-327736	07/01/2025	PACE ANALYTICAL	01-5503		202.60
3005-327737	07/01/2025	PACIFIC GAS AND ELECTRIC CO	01-5502		5,219.58
3005-327738	07/01/2025	PLAY WITH A PURPOSE	01-4400		2,068.28
3005-327739	07/01/2025	POSITIVE BEHAVIOR SUPPORTS	01-5800		577.50
3005-327740	07/01/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	01-4700		1,548.82
3005-327741	07/01/2025	MICHAEL BUTLER SIERRA WATER UTILITY	01-5503		211.03
3005-327742	07/01/2025	SOUTH FEATHER WATER POWR AGNCY	01-5503		791.63
3005-327743	07/01/2025	STATE THEATRE ARTS GUILD	01-5810		394.00
3005-327744	07/01/2025	HD SUPPLY/HOME DEPOT PRO	01-4300		194.30
3005-327745	07/01/2025	SYSKO FOOD SVCS OF SACRAMENTO	01-4700		837.31
3005-327746	07/01/2025	VERIZON WIRELESS SERVICES	01-5900		712.93
3005-327747	07/01/2025	Maturino, Frank L	01-4300		58.03
3005-327748	07/01/2025	Farrar, Andrea L	01-5200		364.40
3005-327749	07/01/2025	Thao, Cindy M	01-4300		336.66
3005-327750	07/01/2025	Cueba, Connie	01-5200		657.15
3005-327751	07/01/2025	Arivett, Elaina M	12-4300		34.56
3005-327752	07/01/2025	Boucher, Shereen T	01-4300		140.16
3005-327753	07/01/2025	Duggins, Jodie R	12-4300		226.53
3005-327754	07/01/2025	Mattern, Jonathan K	01-4300		77.33
3005-327755	07/01/2025	Hogue, Rhiannon M	12-4300		69.24
3005-327756	07/01/2025	Russell, Kristen N	01-4300		167.39
3005-327757	07/01/2025	Wright, Rosalie H	01-4300		147.00
3005-327758	07/01/2025	Coon, Jessica L	01-5200		50.54

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Checks Dated 07/01/2025 through 07/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-327759	07/01/2025	Hudson, Janeene L	12-4300	59.18	
			12-5200	900.00	959.18
3005-327760	07/01/2025	Maynard, Aimee S	01-5200		597.58
3005-328239	07/08/2025	DeHoff, Dane A	01-4300		69.33
3005-328627	07/10/2025	ACCESS INFORMATION HOLDINGS	01-5504		121.65
3005-328628	07/10/2025	PLAYPOWER LT FARMINGTON C/O ALL ABOUT PLAY	12-6500		18,401.42
3005-328629	07/10/2025	AMAZON FULLFILLMENT SERVICES	01-4300	1,705.66	
			12-4300	1,487.23	
			12-4320	131.69	
			12-4333	310.70	3,635.28
3005-328630	07/10/2025	ASPIRE SPEECH THERAPY	01-5800		5,092.50
3005-328631	07/10/2025	AT&T	01-5900		560.68
3005-328632	07/10/2025	BETTER DEAL EXCHANGE	01-4300	17.31	
			13-4300	35.86	53.17
3005-328633	07/10/2025	FUNLAND/CALSKATE	01-5810		280.00
3005-328634	07/10/2025	CHICO CHILDREN'S MUSEUM	01-5810		450.00
3005-328635	07/10/2025	COGENT SOLUTIONS & SUPPLIES	01-4300		357.85
3005-328636	07/10/2025	COLLECTIVE IMPACT SOLUTIONS	01-5800		4,620.00
3005-328637	07/10/2025	COMMUNITY PLAYTHINGS	12-4400		2,392.33
3005-328638	07/10/2025	JACE CROSSWELL NORTH VALLEY WOOD & AGGREGATE	01-4300		152.95
3005-328639	07/10/2025	CULLIGAN OF CHICO	01-5503		664.81
3005-328640	07/10/2025	THE DANIELSEN COMPANY	01-4700		2,806.79
3005-328641	07/10/2025	DAWSON OIL	01-4309	205.22	
			13-4309	205.66	410.88
3005-328642	07/10/2025	DEL MAR RENTALS AND LANDSCAPE SUPPLY	01-4300		286.00
3005-328643	07/10/2025	GAUCHE AQUATIC PARK	12-5810		240.00
3005-328644	07/10/2025	GLITTER BUG FACE PAINTING	12-5800		175.00
3005-328645	07/10/2025	HERTZ FURNITURE SYSTEMS	01-4400		5,443.17
3005-328646	07/10/2025	HOBBS PEST SOLUTIONS INC	01-5505		205.00
3005-328647	07/10/2025	KING CONSULTING	01-5800		2,870.00
3005-328648	07/10/2025	LAKE OROVILLE AREA PUBLIC UTILITY DISTRICT	01-5503		4,419.06
3005-328649	07/10/2025	LODI UNIFIED SCHOOL DIST SUPER CO-OP	13-5300		315.32
3005-328650	07/10/2025	MJB WELDING SUPPLY INC	01-4300		12.30
3005-328651	07/10/2025	OUTDOOR CREATIONS INC	12-4300		389.70
3005-328652	07/10/2025	PACIFIC GAS AND ELECTRIC CO	01-5502		38,074.84
3005-328653	07/10/2025	PRODUCERS DAIRY FOODS	01-4700		432.10
3005-328654	07/10/2025	RALEYS - IN STORE CHARGE	01-4300		393.87
3005-328655	07/10/2025	RECOLOGY BUTTE COLUSA COUNTIES	01-5504		1,025.04
3005-328656	07/10/2025	S & S Worldwide	01-4300		26.22
3005-328657	07/10/2025	SCHOOL SPECIALTY	12-4300		704.29
3005-328658	07/10/2025	HD SUPPLY/HOME DEPOT PRO	13-4300		11.59

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Checks Dated 07/01/2025 through 07/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-328659	07/10/2025	HD SUPPLIES	01-4300		147.18
3005-328660	07/10/2025	US BANK	01-4300	3,716.99	
			01-5200	1,553.96	
			12-4300	1,277.38	
			12-5200	102.65	
			13-5600	5,269.00	11,919.98
3005-329587	07/24/2025	Pintner-Scott, Heather M	01-4300		107.60
3005-329588	07/24/2025	Wright, Jennifer L	01-4300		454.39
3005-329589	07/24/2025	Sawyer, Rocio B	12-5200		107.80
3005-329932	07/29/2025	MARYSVILLE JOINT UNIFIED	01-5810		24.00
3005-329933	07/29/2025	AMAZON FULLFILLMENT SERVICES	01-4300		2,412.04
3005-329934	07/29/2025	AT&T	01-5900		589.40
3005-329935	07/29/2025	BILL'S QUALITY FENCING WILLIAM ULREY	01-5600	1,200.00	
			01-6400	11,000.00	12,200.00
3005-329936	07/29/2025	BLUE OAK MOBILE LIVESCAN KATIE CARMICHAEL BUELL	01-5853		364.00
3005-329937	07/29/2025	FUNLAND/CALSKATE	01-5810		1,229.57
3005-329938	07/29/2025	CALIFORNIA OCCUPATIONAL MEDICAL PROFESSIONALS	01-5851		320.00
3005-329939	07/29/2025	CARPETS GALORE	12-6500		15,767.00
3005-329940	07/29/2025	CATAPULTK12	01-5854		7,547.90
3005-329941	07/29/2025	EVERYCHILD CALIFORNIA	12-5854		625.00
3005-329942	07/29/2025	CHICO SPEECH LANGUAGE CENTER	01-5800		13,498.76
3005-329943	07/29/2025	CLOVERLEAF FAMILY COUNSELING JULIE TOROK MANGASARIAN	12-5800		437.50
3005-329944	07/29/2025	COMERS PRINT SHOP	01-4300		599.78
3005-329945	07/29/2025	COMMUNITY PLAYTHINGS	12-4400		36,068.91
3005-329946	07/29/2025	COPY CENTER	12-4300		455.57
3005-329947	07/29/2025	CALIFORNIA SCHOOL BOARDS ASSOCIATION WESTAMERICA BANK	01-5300	11,176.00	
			01-5800	2,550.00	13,726.00
3005-329948	07/29/2025	COMPUTER TECHONOLGY LINK	01-4300		260.13
3005-329949	07/29/2025	THE DANIELSEN COMPANY	01-4700		4,094.13
3005-329950	07/29/2025	DEPARTMENT OF JUSTICE ACCOUNT OFFICE	01-5853		222.00
3005-329951	07/29/2025	DISCOVERY EDUCATION	01-5854		2,694.00
3005-329952	07/29/2025	EWING IRRIGATION PRODUCTS INC	01-4300		378.18
3005-329953	07/29/2025	EXPLORELEARNING LLC	01-5854		8,226.00
3005-329954	07/29/2025	FEATHER RIVER CENTER	01-5810		1,150.00
3005-329955	07/29/2025	FRONTLINE EDUCATION	01-5854		6,150.46
3005-329956	07/29/2025	GALLERY INTERIORS	12-4400		13,740.04
3005-329957	07/29/2025	GOLD STAR FOODS	13-4720		256.50
3005-329958	07/29/2025	GRAY STEP SOFTWARE	01-5854		406.98
3005-329959	07/29/2025	KELVIN EDUCATION	01-5854		1,283.00
3005-329960	07/29/2025	LAKESHORE LEARNING MATERIALS	12-4300		7,171.95

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Checks Dated 07/01/2025 through 07/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-329961	07/29/2025	LEARNING ALLY	01-5854		2,599.00
3005-329962	07/29/2025	LEARNING GENIE	12-5854		4,545.75
3005-329963	07/29/2025	LEXIA LEARNING SYSYEMS	01-5854		14,400.00
3005-329964	07/29/2025	MCDONALD HOPKINS ACTS RECEIVABLE	01-5800		59.00
3005-329965	07/29/2025	MICHAEL ROBERTS CONSTRUCTION	01-6200		36,669.00
3005-329966	07/29/2025	DISCOVERY EDUCATION	01-5854		2,694.00
3005-329967	07/29/2025	NICHOLS MELBURG & ROSETTO	35-6210		3,447.75
3005-329968	07/29/2025	PACE ENGINEERING	40-6210		22,772.60
3005-329969	07/29/2025	PACIFIC GAS AND ELECTRIC CO	01-5502		1,764.70
3005-329970	07/29/2025	PALERMO CASH CLEARING	13-4300		30.00
3005-329971	07/29/2025	PITNEY BOWES PURCHASE POWER	01-4300		144.80
3005-329972	07/29/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	01-4700		4,712.55
3005-329973	07/29/2025	PRODUCERS DAIRY FOODS	01-4700		1,469.90
3005-329974	07/29/2025	REALLY GOOD STUFF	01-4300		322.13
3005-329975	07/29/2025	RENAISSANCE LEARNING	01-5854		20,657.00
3005-329976	07/29/2025	RODRIGUEZ PORTABLES DAVID RODRIGUEZ	01-5600		150.00
3005-329977	07/29/2025	SCHOLASTIC TEACHER EDUCATION	01-4300		238.92
3005-329978	07/29/2025	SCHOOL INNOVATIONS AND ACHIEVEMENT INC	01-5800		5,500.00
3005-329979	07/29/2025	STATE THEATRE ARTS GUILD	12-5810		450.00
3005-329980	07/29/2025	SUTTER CNTY SUPERINTENDENT OF SCHOOLS	01-5810		18,687.50
3005-329981	07/29/2025	T-MOBILE	01-5900		585.80
3005-329982	07/29/2025	UNITED BUILDING CONTRACTORS	35-6200		268,691.00
3005-329983	07/29/2025	VOLTAGE SPECIALISTS	01-5800		7,757.00
3005-329984	07/29/2025	CA DEPT TAX & FEE ADMIN	01-4309	35.00	
			01-9580	557.00	592.00
3005-329985	07/29/2025	Fisher, Kristine E	01-4300		2,018.19
3005-330255	07/31/2025	ACCULARM SECURITY SYSTEMS	01-5604	1,130.50	
			01-5800	87.50	
			12-5604	42.00	1,260.00
3005-330256	07/31/2025	BETTER DEAL EXCHANGE	01-4300	46.68	
			12-4300	39.32	
			13-4300	68.11	154.11
3005-330257	07/31/2025	COGENT SOLUTIONS & SUPPLIES	01-4300		4,025.60
3005-330258	07/31/2025	CRESO EQUIPMENT RENTALS ATTN: ACCOUNTS RECEIVABLE	01-5600		382.90
3005-330259	07/31/2025	DANS ELECTRICAL SUPPLY	01-4300	290.80-	
			13-4300	506.35	215.55
3005-330260	07/31/2025	DAWSON OIL	01-4309		2,269.76
3005-330261	07/31/2025	DEL MAR RENTALS AND LANDSCAPE SUPPLY	01-4300		75.22
3005-330262	07/31/2025	HOBBS PEST SOLUTIONS INC	01-5505		389.00

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Checks Dated 07/01/2025 through 07/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3005-330263	07/31/2025	IMPRINT GRAPHIC SOLUTIONS	01-4300		1,050.60
3005-330264	07/31/2025	PACE SUPPLY	01-4300		343.68
3005-330265	07/31/2025	KLEINS CABINET & COUNTERTOPS	12-4400		16,543.41
3005-330266	07/31/2025	MIKES CRANE SERVICE MIKE FUNKHOUSER	01-5800		750.00
3005-330267	07/31/2025	OREILLY AUTOMOTIVE STORES INC	01-4300		18.92
3005-330268	07/31/2025	PAYLESS BUILDING SUPPLY	01-4300		1,050.70
3005-330269	07/31/2025	RAPTOR FIRE PROTECTION RYAN KIRKPATRICK	01-5800		2,795.50
3005-330270	07/31/2025	HD SUPPLY/HOME DEPOT PRO	01-4300	3,478.73	
			13-4300	197.49	3,676.22
3005-330271	07/31/2025	SURPLUS CITY	01-5800		375.00
3005-330272	07/31/2025	SUTTER BUTTES COMMUNICATIONS	01-4300		137.37
3005-330273	07/31/2025	T AND S DVBE	01-4300		4,535.37
3005-330274	07/31/2025	TEHAMA TIRE SERVICE INC	01-4335		1,608.78
3005-330275	07/31/2025	WESTERN BUILDING MATERIALS	01-4300		6,971.72
3005-330276	07/31/2025	ADVANTAGE THERAPY SERVICES HALEY WILLIS	01-5800		9,200.00
3005-330277	07/31/2025	AMAZON FULLFILLMENT SERVICES	01-4300		1,253.28
3005-330278	07/31/2025	CDW GOVERNMENT	01-4300		2,956.03
3005-330279	07/31/2025	34ED/CENTEGIX	01-5854		4,500.00
3005-330280	07/31/2025	CHARACTER STRONG	01-4300		13,937.35
3005-330281	07/31/2025	CHRISTY WHITE	01-5800		11,250.00
3005-330282	07/31/2025	THE DANIELSEN COMPANY	13-4700		8,300.85
3005-330283	07/31/2025	EAGLE ARCHITECTS	01-6210		1,840.00
3005-330284	07/31/2025	HUBERT COMPANY	13-4400		1,361.31
3005-330285	07/31/2025	NOREDINK	01-5854		8,434.13
3005-330286	07/31/2025	NV5	35-6280		4,756.70
3005-330287	07/31/2025	PEARSON ASSESSMENTS NCS PEARSON	01-4300		4,733.04
3005-330288	07/31/2025	PRO PACIFIC FRESH CHICO PRODUCE INC	13-4700		840.75
3005-330289	07/31/2025	PRODUCERS DAIRY FOODS	01-4700		226.20
3005-330290	07/31/2025	SAN JOAQUIN CNTY OFFICE OF ED COUNTY SCHOOLS SERVICE FUND	01-5300		800.00
3005-330291	07/31/2025	SCHOOL SPECIALTY INC	01-4300		1,671.01
3005-330292	07/31/2025	SOUTH FEATHER WATER POWR AGNCY	01-5503		1,171.92
3005-330293	07/31/2025	SSDA	01-5300		2,200.00
3005-330294	07/31/2025	TRANSFORMATIVE READING TEACHER	01-5200		2,062.50
3005-330295	07/31/2025	VERIZON WIRELESS SERVICES	01-5900		704.74
3005-330296	07/31/2025	WPS PUBLISH	01-4300		5,252.49
Total Number of Checks			174		858,947.12

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Checks Dated 07/01/2025 through 07/31/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
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Fund Recap

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
01	GeneralFund	139	416,819.15
12	ChildDevelopmentFund	29	124,939.20
13	CafeteriaSpecialRevenueFund	14	17,520.72
35	CountySchoolFacilitiesFund	3	276,895.45
40	SpecResCapitalOutlayFund	1	22,772.60
Total Number of Checks		174	858,947.12
Less Unpaid Tax Liability			.00
Net (Check Amount)			858,947.12

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EVENTS CALENDAR

PALERMO UNION ELEMENTARY SCHOOL DISTRICT

Date	Event	Location	Time
July 23, 2025	Regular Board Meeting	District Boardroom	5:00 PM
August 13, 2025	Regular Board Meeting	District Boardroom	5:00 PM
August 27, 2025	Regular Board Meeting	District Boardroom	5:00 PM
August 29, 2025	Superintendent & Principals Award Ceremony	Palermo Middle School	9:00 AM
September 10, 2025	Regular Board Meeting	District Boardroom	5:00 PM
September 24, 2025	Regular Board Meeting	District Boardroom	5:00 PM
October 8, 2025	Regular Board Meeting	District Boardroom	5:00 PM
October 22, 2025	Regular Board Meeting	District Boardroom	5:00 PM
November 12, 2025	Regular Board Meeting	District Boardroom	5:00 PM
December 12, 2025	1st Trimester Awards Ceremony	Palermo Middle School	9:00 AM
December 17, 2025	Annual Organizational Meeting	District Boardroom	5:00 PM

		MONTH:	June 1 - June 30			
	BEG BAL	RECEIPTS	DISBURSMENTS	TRNFS	FEE/SVC CHG	ENDING BAL
Account Name						
PACE	\$535.68					\$535.68
102 PAL ST BODY	\$9,530.87		(\$1,626.51)			\$7,904.36
202 SPORTS	\$1,912.16					\$1,912.16
203 Boys Bball	\$1,731.83					\$1,731.83
204 Girls Bball	\$48.54					\$48.54
205 REFEREE	\$0.00					\$0.00
300 Yearbook	\$6,193.72	\$700.00	(\$545.12)			\$6,348.60
402 PAL LIBRARY	\$1,156.25					\$1,156.25
502 BAND	\$7,694.79					\$7,694.79
505 DRILL TEAM	\$303.11					\$303.11
506 6TH GRADE	\$1,958.36		(\$582.23)			\$1,376.13
507 7TH GRADE	\$1,086.75					\$1,086.75
509 8TH GRADE	\$1,815.48	\$417.00				\$2,232.48
511 CLUB LIVE	\$4,684.23					\$4,684.23
512 CHESS CLUB	\$605.49					\$605.49
513 FFA	\$9,688.35		(\$426.19)			\$9,262.16
514 Floral	\$1,308.50					\$1,308.50
Undeposited Funds	\$0.00					\$0.00
	\$50,254.11					\$48,191.06

COMMERCIAL SECURITY AND FIRE PURCHASE AGREEMENT

Check all that apply:

- ☒ NEW SYSTEM INSTALLATION ☐ TAKE OVER
☐ HARD WIRE ☐ WIRELESS ☐ CELLULAR ☐ RADIO ☐ AUTOMATION
☐ INTRUSION ☐ HOLD UP OR DURESS ☐ CAMERAS OR VIDEO ☐ ACCESS CONTROL
☐ FIRE ☐ WATER DETECTION ☐ CARBON MONOXIDE ☐ INTERACTIVE DEVICES ☐ OTHER _____

This Commercial Security and Fire Purchase Agreement is entered into August 1, 2025, by and between _____ (“you,” “your”) and Accularm Security Systems (“we,” “us,” “our”).

YOUR INFORMATION

You / Contact Person: PALERMO SCHHOL DISTRICT OFFICE-BURG

Premises Address: 7390 BULLDOG WAY PALERMO, CA 95928

Billing Address: _____

Phone: _____ Cell Phone: _____ Email: _____

Owner Name and Address (if different from above): _____

1. Installation.

☒ **1.1 New System.** We will install or cause to be installed the equipment described in the Schedule of Protection (“System”) at your premises identified above (“Premises”). All long-range radios, transceivers, cellular or other communicators, and our yard signs and window stickers remain our property at all times and may be removed by us. **You chose the System or service. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** Upon completion of a fire System installation, we will provide you with all documents if requested by the authority having jurisdiction and applicable law, unless otherwise indicated. Upon completion of a security System installation, we will thoroughly instruct you on the proper use of the System.

☐ **1.2 Take Over.** We will take over or provide service and repair to the system previously installed and described in the Schedule of Protection (“System”) at your premises described above (“Premises”). If necessary, we will install or cause to be installed a communicator or a control panel, which contains a communicator; or install or cause to be installed other equipment or components contained in the Schedule of Protection. If selected, we will also connect your existing System to our monitoring center or an independent monitoring center that we select. **All existing equipment, components, or wiring that we connect to is not covered by our limited warranty, and unless specifically requested and paid for by you, the existing equipment, components, or wiring will not be tested or inspected by us. We are not liable for equipment or components not installed by us.**

1.3 Start Date. The approximate start date is TBD, and the approximate completion date is TBD. Receiving equipment at our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement.

2. Scope of Work. Our scope of work is contained in the Schedule of Protection on the last page and is a part of this Agreement.

3. Price; Payments.

3.1 Installation. You must pay us, our agents, or assigns the following amounts for all installation, labor, services, equipment, or materials provided or installed under this Agreement. Payments do not include electrical work or asbestos abatement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason whatsoever.

Payment upon Execution of Agreement	\$0.00
Payment upon Completion of Wiring (System wiring in place and terminated per wiring plan in Proposal)	\$0.00
Payment upon Installation of Equipment (All System equipment installed in final location at Premises in Proposal)	\$0.00
Payment upon Completion of Our Work (System operational in Proposal)	\$4,390.00

3.2 Payment. For all installation, labor, equipment, or materials provided or installed as contained in the Schedule of Protection, you will pay us by ☐ EFT ☐ credit card ☐ check within ten days of our invoice. By selecting EFT or credit card payments, you authorize periodic charges to your bank account or credit card, without recourse, for the amounts indicated above. You are responsible for keeping all payment information current. If your payment is rejected for any reason, you will pay us the amount due plus a \$25 returned payment fee as permitted by law within five days of our notice to you. If we make an error, our only responsibility is to correct the error when we receive notice from you. You authorize us to investigate your credit record, and to report your payment performance to credit agencies or credit reporting services.

3.3 Other Services. Monitoring, alarm response, or electronic fire system inspection and testing is provided under our separate Monitoring and Services Agreement only.

4. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the System or any other services arises solely out of this Agreement, and not through any other means. We do not represent or warrant that the System or service may not be compromised or by-passed; will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We or our agents or employees made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or noninfringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promise does not create an express warranty, and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 5, 23, and 24 of this Agreement, we could not and would not provide the System or service, and we could not provide the System or service at the rates contained here. The warranty provided in this Agreement gives you specific legal rights. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

5. LIMITATION OF LIABILITY.

5.1 No Guarantee. We and our divisions or affiliates are not insurers of your real or personal property, data, or the personal safety or property of anyone on your Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on your Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or services will prevent or avoid occurrences or the consequences of occurrences, that the System or services is designed to detect or avert. It is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system would detect or prevent unauthorized intrusions or activities.

5.2 Amount of Liability. If we or our agents or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; product liability; breach of warranty; tort; or our active or passive negligence, then our liability is limited to the sum of \$1,500. This is not a penalty. This is your only remedy regardless of the legal theory used to find us liable.

5.3 More Protection. You may obtain a higher limitation of liability by paying an additional periodic charge. If you elect this option, a rider will be attached to this Agreement stating the terms and amount of the limited liability and the additional periodic charge. Even if a rider is provided to you, we are not an insurer.

6. Access and Preparation. You will allow us to enter the Premises to install the System or provide service, and will provide uninterrupted access. You accepted our Schedule of Protection and in doing so, approved the locations where the System devices will be placed. We will try to conceal all wires, but the existing structure or other obstructions may require some of the wires to be visible. You authorize us to make any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary for installation or service of the System.

7. Hazards. Before installation begins, you must inform us where not to drill or expose because of pipes, wires, equipment, or hazardous materials. Unless so informed, we will decide where to drill holes and install equipment. We will use reasonable care to avoid concealed items, but have no way to determine with certainty if any exist. All costs to repair or replace pipes, wires, equipment, walls, ceilings, floors, or furnishings are your sole responsibility. We are not liable for property damage, personal injury, illness, or other loss due to water intrusion, including without limitation, mold or rot. If asbestos or other hazardous materials are found during installation, we will stop all work until you, at your sole expense, obtain clearance from a licensed asbestos or hazardous waste removal contractor that no danger exists. We are not liable for the discovery of or exposure to asbestos or other hazardous materials.

8. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

8.1 Test. Immediately before securing the Premises, you or others using the security System must carefully and properly set the System. You must properly test the security System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at your Premises, you must notify us immediately.

8.2 Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years or according to the manufacturer's instructions. You may also call us. We will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

8.3 Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace the detectors *at least* every three years or according to the manufacturer's instructions.

8.4 Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. You must immediately notify us of the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.

8.5 Power; Environment. You must provide 24-hour electrical service and electrical outlets for the System. You must provide the proper environment for the System as reasonably requested.

8.6 Permits. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all alarm or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

8.7 Indemnity. You must defend and indemnify us from any claim made by another alarm company regarding its contract with you.

9. Service and Repair.

9.1 Call. Call us at the number above to request service or repair.

9.2 Limited Warranty; After Warranty. If the System does not operate properly, we will, upon your request, make all repairs and replace parts without cost to you for a period of 90 days from the date the System installation is complete. Our service and repair includes all parts and labor for repairs necessitated by ordinary wear and tear, **excluding equipment not installed by us even if we connect to it, batteries, security screens, hard drives, storage media, access control cards, or other disposable items.** You must pay for those items at our then current rates for parts and labor, and a one-hour minimum service call fee. If anyone other than an authorized company representative attempts the repair, service, programming, or modification of any portion of the System, the Limited Warranty is terminated immediately, and is of no force. After-warranty service is provided as you request on a time-and-materials basis at our then current rates for parts and labor, and a one-hour minimum service call fee. **Payment must be made upon completion of the work.**

9.3 Exclusions. The Limited Warranty does not cover any malfunction or damage caused by accident, misuse, acts of God, birds, rodents, or other animals, or installation or programming by anyone other than us. Service and repair of this nature is provided at our then current rates for parts and labor, and service call fees. All components or equipment installed by others is not subject to our warranty. **Payment must be made upon completion of the work.**

9.4 Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part, and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing equipment, if available. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely, and you will allow us access to do so.

9.5 Hours. Service and repairs are usually performed as soon as reasonably possible. Service is provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Emergency service is available at all other times at our then current premium labor rate.

9.6 Liability. We are not responsible for loss or damage while the System is under repair or is awaiting parts. Any repair, service, replacement, or additional services or equipment provided by us after the initial installation or programming of the System, whether covered by the Limited Warranty or otherwise, is governed by this Agreement, **in particular Paragraphs 4, 5, 23, and 24,** which limit our liability.

10. Cameras; Video Surveillance.

10.1 Remote Access. If you selected remote access or viewing, we will not view or monitor your camera data. You must provide a proper high-speed Internet service provider 24/7/365 days per year, and pay all related charges. We do not provide Internet service; maintain Internet connections; wireless access or communication pathways; computer, smart phone, or electric current connection or supply; or in most cases, the remote video server. You may experience interruption in signal transmission or download speed, which are completely beyond our control. Your cameras or your access to your cameras that are connected to a remote video viewing network **will not be monitored or viewed by us**, and we will not know that an activating event has occurred, or that you have activated or used this service.

10.2 Environment. You must provide the proper environment for the cameras as requested, including without limitation, adequate lighting of your Premises, network speed, bandwidth, access, and removal of obstructions. The amount of light available will determine the amount of light required by your camera in order for it to produce usable video. Outdoor cameras are subject to broad

extremes in ambient conditions, and, in particular, lighting, and can be affected by many factors such as heat, cold, rain, fog, humidity, or snow, which are completely beyond our control.

10.3 Privacy. To the extent required by law, you are solely responsible for informing persons on your Premises that they may be monitored by video or audio and, to the extent required by law, obtain consent from all persons on the Premises to permit the recording, storing, and reviewing of oral communications. You will (a) not use or permit the use of video or audio installed where any person may have a reasonable expectation of privacy; and (b) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy. In addition, privacy laws may restrict camera placement that allows you to view premises not owned or controlled by you.

11. Interactive Security Services; Compatible Devices. If you selected interactive security services, you may elect to receive customized email or text message alerts about System signals or images, if any, on your computer, tablet, smart phone, or other mobile device. Certain wireless, interactive security, or automation services require a compatible computer, tablet, cell phone, or other device with Internet and email access. Not all devices will work with these services, and you must provide your own devices at your sole expense, and keep them charged. You understand that we have no control over your devices, or your Internet, email, or text message access. Cellular data providers may charge additional fees for accessing the System or automation system on wireless devices. These charges are your sole responsibility.

12. Automation. If you selected automation components and related services, you understand that the automation system, products, and services are separate from the monitoring, if any, of the security or fire devices, and are to provide you solely with the convenience of being able to remotely, for example, turn your System on or off; lock and unlock your doors; control your lights; manage your heating and cooling systems; and, if selected, receive certain email or text message alerts from your automation system through your Internet-connected computer, tablet, smart phone, or other mobile device. **We will not receive any signals from the automation system, and we will not notify anyone, including emergency personnel,** in response to any alerts you may receive from the automation system. **For continuous power, automation products must be plugged into an electrical outlet that is not controlled by a light switch.** We are not liable for any failure of the heating or cooling systems, lighting, or other products or appliances to operate after we install the automation products or system. You understand that the installation of an automation system may void your manufacturer's warranty on certain products, and you accept full responsibility.

13. Network or Server Vulnerability; Liability. You are solely responsible for the integrity and security of your data, software, devices, computer system, networks, servers, and other equipment. You are also solely responsible for limiting access to your wireless systems or VPN, changing the default password, and securing access to the System with regularly updated pass code protection, credentials, lockout codes, or encryption software. We are not liable for any loss or damage arising out of or relating to any unauthorized or improper access to, or use of your System or data. Your System or wireless devices may be connected to the Internet. You understand that we do not operate or control the Internet, that all devices may not meet encryption standard specifications, and that viruses, worms, trojan horses, and other malicious or undesirable data, code, software, or users may attempt to access or damage your data, devices, computers, and networks. We are not liable for such activities. We do not guarantee that the System or service will meet your requirements, that the service will be uninterrupted or error-free, or that encryption algorithms, associated keys, and other security measures will be secure or effective. You must notify us immediately if you upgrade your operating system or make any changes to your file mapping, or your System or devices are unable to access the Internet or network service.

14. Information and Privacy; Consent.

14.1 Recording. We may monitor or electronically record conversations with you, emergency service providers, and law enforcement or fire service personnel in connection with employee training, quality control, or the provision of services. **You consent to this.** Privacy cannot be guaranteed on telephone, cable, wireless, computer, Internet, or other systems. We are not liable to you for any claims or damages that may result from a lack of privacy experienced.

14.2 Consent. You consent to us (a) using information about your location or you to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud, and respond to regulatory and legal requirements; (b) providing information or recordings about you or your Premises, including personal information about individuals employed by you or who visit your Premises, to law enforcement or fire service personnel, and our subcontractors or assignees for the purpose of providing services or in response to a subpoena, law enforcement or fire department request, or other legal process; and (c) using and sharing aggregate customer information and statistics that do not include information that identifies you or any individuals specifically. We may contact you by telephone, facsimile, e-mail, or other Internet facilities, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

Audible Alarm Shut Off. If your security System has an audible alarm, we will install a device that automatically shuts off the audible alarm after it has sounded for not more than five minutes after the first activation. No automatic shut-off for fire Systems is allowed.

15. Authorities Having Jurisdiction. You are solely responsible for all costs necessitated by changes in the regulations or standards of any authority having jurisdiction, including the interpretation of the regulations and standards. You will promptly pay us for the cost of any changes to the Schedule of Protection under this Agreement that may be requested by the owner of the Premises if you are not the owner, or any authorities having jurisdiction, including building and safety departments, State Fire Marshall, local fire or electrical departments, insurance companies, homeowners associations, or any other federal, state, or local agency.

16. Your Plans and Specifications; Your Purchase Order. If the System is installed, changed, or replaced according to your plans and specifications, you must pay for all costs incurred for any work necessitated by errors in the plans provided. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

17. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. The installation is totally satisfactory to and accepted by you upon the expiration of 15 days.

18. Title to Systems; Risk of Loss. Until you have paid us in full, we hold title to and, by this Agreement, you grant us a security interest in the System. If we need to perfect the interest, you will comply with all reasonable requests. If you fail to pay for the System or our work in full, you must allow us to enter the Premises and remove all or any portion of the System, and recover all damages to which we are entitled. Removal of the System is without prejudice to the collection of all sums due under this Agreement. After installation begins, you bear the entire risk of loss for the equipment or components. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

19. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation, repair, or other service of the System, for the consequences of delay, or for any interruption of operation caused, in whole or in part, because of compliance with any law, request, or order of any authority having jurisdiction, or because of any act or event, whether foreseen or unforeseen. Without limiting the generality of the above, the following acts or events are deemed to meet the requirements in this paragraph: war; terrorist attack or activity; military action; riots; strikes; lockouts; fires; floods; storms; ice; earthquakes; drought; tornado; explosion; interruption or unavailability of product, fuel, power, labor, or transportation facilities; interruption or unavailability of telephone, cable, radio, cellular, Internet, satellite, or other transmission or communication services; acts of God; other unforeseen event; or for any other similar or dissimilar reason or cause, regardless of origin, beyond our reasonable control, whether on a region-wide or nationwide basis. We are not required to provide installation, repair, or any other services to you while any of these causes or the aftermath of these causes exist, and you must continue to pay under the terms of this Agreement.

20. Default; Interest.

21.1 Default. Any of the following constitutes your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; or (d) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all work or services upon ten days' written notice to you, and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring, to the authority having jurisdiction.**

21.2 Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check or rejected payment.

21.3 Reactivation. If we for any reason discontinue monitoring and you desire to reactivate the service, reactivation is subject to our then current reactivation fee, and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current regular rates for parts and labor, and service call fees.

21. Notices. All notices regarding this Agreement must be in writing and may be served by a nationally-recognized overnight courier with delivery charges provided for; or certified mail, return-receipt requested *and* regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

22. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. Without our prior written consent, you must not assign or transfer this Agreement. We may subcontract any of the work or services to be performed under this Agreement without notice to you. This Agreement, **in particular Paragraphs 4, 5, and 24**, protects us, our subcontractors, Monitoring Center, Alarm.com, other service providers, or manufacturers in the same way that the paragraphs protect us.

23. Third Party Indemnification; Subrogation. You must immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This provision applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you must defend and indemnify us from all claims. You must notify your insurance company of these terms.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This

Agreement is made and entered into in Butte County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Butte County. California law applies to this Agreement regardless of choice-of-law rules.

25. Survival. Paragraphs 4, 5, 23, and 24 survive the expiration or termination of this Agreement.

26. Entire Agreement. This Agreement is the final and exclusive expression of the entire agreement between us, and may be different than or conflict with previous discussions. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior or contemporaneous oral or written agreements, proposals, understandings, conversations, negotiations, and warranties are not relied upon, and are merged into and superseded by this Agreement. This is an integrated agreement and there are no defenses to its enforceability. This Agreement cannot be changed orally, any oral changes are void, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed, and all terms inconsistent with this Agreement are void.

27. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

28. Interpretation; Construction. The captions are for convenience of reference only and have no force in the interpretation or construction of this Agreement. The neuter includes the masculine or feminine gender, and the singular includes the plural wherever the context requires. Each term of this Agreement is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting this Agreement.

29. Authorized Signatories; Duplicate. The individuals signing this Agreement are authorized signatories, and have the full power to enter into this Agreement, and to make the representations and warranties set forth here. This Agreement and all documents arising out of or relating to this Agreement may be delivered, stored, or reproduced by electronic or mechanical means. An electronic version of this Agreement is legally equivalent to the original for all purposes, including litigation.

30. State Licenses. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ACCEPTANCE

You read this Agreement before signing it and the prices, terms, and conditions in this Agreement are satisfactory. You received, understood, approved, and accepted this Agreement, in particular Paragraphs 4, 5, 23, and 24, which set forth our maximum liability if there is any loss or damage to you or any third party. You may obtain a higher liability limit by paying an additional periodic charge. You were advised that there are additional, different, or higher levels of protection and service available. The System provided is based upon your specific request, approval, and cost considerations, for which you must hold us harmless. All terms on the other pages or attachments are part of this Agreement. If applicable, you consent to the use of an electronic version of this Agreement with electronic signatures.

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

YOU Dated: _____ Print Your Name / Title <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner Your Signature: _____	ACCULARM SECURITY SYSTEMS Dated: 7/9/25 <u>8/1/25</u> Authorized Company Representative <u>BETTY LEDFORD</u> Salesperson Name <u>SONG PHAN</u>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin installation, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.

PAYMENT OPTIONS: (optional)☐ EFT: Bank Name: _____ Routing No.: _____ Account No.: _____☐ Credit Card: ☐ VISA ☐ MasterCard ☐ American Express – Card No.: _____

Exp. Date: _____ Zip Code: _____ CVV: _____

CONSTRUCTION LENDER INFORMATION

Construction Lender: _____ Lender Contact: _____

Lender's Address: _____

Lender's Phone: _____ Fax: _____ Email: _____

SCHEDULE OF PROTECTION

QUANTITY	EQUIPMENT TYPE	QUANTITY	EQUIPMENT TYPE
1	NEW MAIN CONTROL PANEL		
1	NEW KEYPAD		
1	NEW INTERIOR SOUNDER		
1	NEW CELLULAR RADIO AS PRIMARY COMMUNICATION		
2	NEW HARDWIRED FRONT, REAR DOOR CONTACTS		
3	NEW HARDWIRED MOTION DETECTORS- FRONT OFFICE, CONFERENCE		
6	NEW HARDWIRED WINDOW CONTACTS		
1	NEW LED LIGHT INDICATOR		
1	NEW APP SERVICE FOR REMOTE ARMING AND DISARMING		
16	LABOR TO INSTALL NEW EQUIPMENT		
1	SALES COMMISSION		

MONITORING AND SERVICES AGREEMENT

Check all that apply:

- ☐ RESIDENTIAL ☒ COMMERCIAL
☒ HARD WIRE ☐ WIRELESS ☒ CELLULAR ☐ RADIO ☒ INTERACTIVE SERVICES
☒ INTRUSION MONITORING ☐ HOLD UP OR DURESS ☐ VIDEO VERIFICATION
☐ FIRE MONITORING ☐ FIRE TESTING AND INSPECTION ☐ WATER FLOW VALVE SUPERVISION
☐ OTHER _____

This Monitoring and Services Agreement is entered into on August 1, 2025, by and between PALERMO SCHOO DIST OFFICE BURG ("you," "your"), and Accularm Security Systems ("we," "us," "our").

YOUR INFORMATION

YOU / Contact Person: PALERMO SCHOOL DIST OFFICE BURG

Premises Address: 7390 BULLDOG WAY, PALERMO, CA 95968

Billing Address: _____

Phone: _____ Cell Phone: _____ Email: _____

1. Term. The original term of this Agreement is one year, and the Agreement automatically renews for successive one-year periods unless either party notifies the other in writing of its intent to terminate no less than 60 days before the expiration of the original or renewal period.

2. Monitoring Services; Communicator; Programming; Verification.

2.1 Monitoring. You agree that the service meets your needs. **Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the security system or the signals from the fire system at the Premises ("System") are monitored at our monitoring center. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises. Upon connection or activation of your security alarm system, we will thoroughly instruct you in the proper use of the System.

2.2 Communicator. We will install, cause to be installed, or program, whether in person or remotely, a communicator at your Premises to transmit System signals or images, if any, from your System to our Monitoring Center. All long-range radios, transceivers, and cellular or other communicators, and our yard signs and window stickers remain our property at all times and may be removed by us. When this Agreement expires or is terminated, you will immediately allow us to remove or deactivate, whether remotely or otherwise, the communicator. **Until the communicator is deprogrammed, you are responsible for monitoring fees.**

2.3 Program; Visual. We may program the System remotely, and you will allow us access to do so. If your law-enforcement or fire department requires or later requires visual or other verification procedures of an emergency before responding to a System signal, you must comply with the requirement and subscribe for that service if provided by us. We may charge an additional fee for that service.

☐ If you are using a traditional phone line or an internet-based transmission to our Monitoring Center, you thoroughly discussed with us the availability of cellular or radio back-up transmission of alarm signals from the System to the Monitoring Center, and that these services are available at an additional cost. You do not want back-up transmission of alarm signals and understand that, if your transmission service is interrupted or disconnected, no signal will be sent to the Monitoring Center, and emergency personnel will not be called.

_____**Your Initials**

3. **Services and Payment.**

3.1 **Services.** We will provide the following services and you will pay us as follows:

A. **Intrusion Monitoring Services (Billed Quarterly):**

- ☒ **Monthly Monitoring Services – Basic** **\$34.00**
☐ **Monthly Monitoring Services –**
With Openings and Closings Logged at Monitoring Center: \$_____
☐ **Monthly Monitoring Services –**
With Openings and Closings Mailed Monthly to You: \$_____

B. **Fire Monitoring Services (Billed Quarterly):**

- ☐ **Fire Monthly Basic Monitoring Services:** \$_____
☐ **Notification of Trouble Signals and Supervisory Signals:** \$_____
☐ **Initial Programming of Alarm Panel:** \$_____
☐ **Additional Fire Alarm Panel at Same Premises:** \$_____

C. **Additional Services per Month (Billed Quarterly):**

- ☐ **Customer Access:** \$_____
☒ **Cellular Transmission of Signals:** **\$10.00**
☐ **Radio Transmission of Signals:** \$_____
☒ **Interactive Services:** **\$7.00**
☐ **Other Service:** _____ \$_____

D. **Other Services:**

- ☐ **Fire Inspection and Testing per attached Scope of Work,**
which is a part of this Agreement: \$_____

TOTAL AMOUNT FOR ORIGINAL TERM: \$612.00

Payment Options: Please select one of the following billing cycle options

- ☐ **Monthly – \$51.00** ☐ **Quarterly – \$153.00** ☐ **Semi-Annually – \$306.00**
☐ **Annually – \$561.00 (one month free; paid in same month as above)**

3.2 **Payment.** You must pay the prorated fees for the month in which monitoring services begin. Payments are payable in advance, on the first day of the month, commencing on the date set forth above. Your payments shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments. **No finance charge or cost of credit is associated with this Agreement.**

4. **Fire Inspection and Testing.**

4.1 **Test and Report.** You must inspect and test your fire System according to the applicable code and the frequency specified. If you selected fire testing and inspection, we will test and inspect your electronic fire system according to the applicable code, regulation, or guideline of the authority having jurisdiction of your Premises. We will record and update normal and abnormal conditions or characteristics for the System or the portion of the System being tested or inspected, including panels and other System devices or components as required. We will provide you and any other entity that you designate in writing with our written report and all other required materials within the required time period. Deficiencies will be provided within one business day or discussed during the inspection. Procedures performed, as well as any defects or deficiencies discovered and our recommendations, will be noted in our written report. **Our report does not guarantee that all deficiencies have been detected or that your System is fully operational.** We will return all paperwork or plans provided to us by you upon the completion of the tests or inspections or with the delivery of our written report. **Payment must be made upon delivery of our report.**

4.2 **Access.** You must notify your employees of all inspections and testing. You will permit us to enter the Premises to service, inspect, or test the System and will provide uninterrupted access. While we are on the Premises, you will provide continuous electrical service. All inspections will be performed during regular business hours unless prior arrangements are made.

4.3 **Cancellation.** You will provide us a minimum of 24-hours notice of cancellation of a scheduled inspection or testing. You will pay us our then current cancellation fee for cancellations not received on a timely basis.

5. Disclaimer of Warranties; Liability; Consequential Damages. Our obligation to provide the System or any other services arises solely out of this Agreement and not through any other means. We do not represent or warrant that the System or service may not be compromised or by-passed; will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection for which it was installed or intended. We or our agents or employees made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promise does not create an express warranty, and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 11, 16, and 22 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates contained here. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages.

6. Response to Signals.

6.1 Intrusion Signals. If we receive an intrusion signal, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List (see Paragraph 14) and can verify whether an alarm is false. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List. Unless directed otherwise in writing by you, if we are unable to reach the first two people on your Call List or if we in our sole discretion question a response we have received, we will, without warranty, notify emergency personnel.

6.2 Holdup or Panic. If we receive a hold up, duress, or panic signal, we will, without warranty, call emergency personnel, and if requested in writing by you, notify you or your designated representative shown on your Call List.

6.3 Video or Images. If we receive a video clip, if available, from your System, and we reasonably believe that the images *do not* indicate an emergency condition, we will, without warranty, make reasonable efforts to call you or someone at the Premises who is on your Call List and can verify whether an alarm is false. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List but we will *not* notify emergency personnel. If we reasonably believe that the images *do* indicate an emergency condition, we will, without warranty, call emergency personnel, and if requested in writing by you, call you or the designated person on your Call List.

6.4 Medical Emergency Signals. If we receive a medical emergency signal, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List and can verify whether an emergency exists. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List. Unless directed otherwise in writing by you, if we are unable to reach you or the next person on your Call List, we will, without warranty, notify emergency personnel. **Two-way voice communication is not provided and, if you push the medical button on your alarm keypad, you will need a telephone to talk with someone.** The alarm siren will not sound when the medical button is activated.

6.5 Fire Signals; Carbon Monoxide Signals. If we receive a fire alarm signal from *commercial* premises, we will, without warranty, notify emergency personnel and notify you or your designated representative by calling the specified telephone number(s) on your Call List. Trouble or supervisory signals from your fire System are sent to your designated representative in the manner directed. If we receive a fire alarm signal from *residential* premises, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List and can verify whether an alarm is false. If we are unable to reach you or the next person on your Call List, we will, without warranty, notify emergency personnel.

6.6 Forced Entry. You understand that emergency personnel may forcibly enter the Premises when they are told that we received a fire, medical emergency, or carbon monoxide signal from your Premises. You consent to this. You understand that damage to your property may occur and that you are responsible for all costs related to that damage.

6.7 Interactive Services; Two-Way Voice. If you selected interactive services, you may receive customized email and text message alerts about System signals on your computer, tablet, smart phone, or other mobile device as well. Certain wireless or interactive services require a compatible computer, tablet, cell phone, or other device with internet and email access. Not all devices will work with these services and you must provide your own devices at your sole expense. You understand that we have no control over these devices, or your internet or email access. Cellular data providers may charge additional fees for accessing the System on wireless devices. These charges are your sole responsibility. If you selected emergency two-way voice service, there is a risk that the connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality coming through the System may be distorted or impossible to understand or hear.

6.8 Permits; Consent. Certain law-enforcement or emergency agencies will not respond to an alarm signal unless you have a valid alarm user permit, which you must keep current and renewed as required. See Paragraphs 13.7 and 13.8 for more information regarding alarm permits. If required to do so by any governmental authority or insurance interest, we may discontinue any particular form of response. You consent to the recording of all telephone calls with the Monitoring Center.

7. Alarm Signal Transmission Methods.

7.1 Telephone Lines. You must pay all charges made by the telephone company or other utilities for installation or activation of service connections, telephone jacks, leasing, and service charges of telephone lines connecting your Premises to our Monitoring Center. All charges for the installation and continuity of telephone service connections for the System are your sole responsibility. **Activation of the System will interrupt and disconnect any telephone call in progress. You will be unable to**

use that line for 911 or any other emergency service for a period up to several minutes. For these reasons, we recommend a dedicated telephone line for your System. If your telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from your System will not be received by our Monitoring Center during any interruption in telephone service. Interruptions will not be known to our Monitoring Center or us, and emergency personnel will not be called. You must pay us for any costs incurred to reprogram the digital communicator to conform to telephone company-initiated changes in dialing procedures or area codes. Costs are based on our then current standard service call charge. **We recommend two dedicated telephone lines for your fire System.**

7.2 Cellular or Radio Transmission. If cellular or radio service is used as your primary or secondary transmission method, the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting your Premises to our Monitoring Center. **Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control.** Service may also be limited based on available coverage, carrier, or third-party related issues.

7.3 Internet Transmission. Using DSL, BPL, Voice over Internet Protocol ("VoIP"), or other internet-based service may interfere with the signals sent by the System to the Monitoring Center. Signal transmission using these services can be sporadic. These services will not work without electrical power, and may interfere with your ability to call 911 or interfere with the telephone line-seizure feature of the System. To make sure that the System is operational and properly transmitting signals, you must *immediately* test your System after installation of any of these services. Cellular or radio back-up is highly recommended if internet services are used.

8. False Alarms. If you cause an excessive number of false alarms through carelessness, or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are **solely responsible** for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

9. Service or Repair Services.

9.1 Call. Call us at the number above to request service or repair.

9.2 Repair; Hours. Service or repair is provided on a time-and-materials basis at our then current rates for parts and labor, a one-hour minimum fee, and other service call fees. Service is usually performed as soon as reasonably possible. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. through 5:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and service call fees. **Payment must be made upon completion of the work.**

9.3 Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part, and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing equipment, if available. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely, and you will allow us access to do so.

9.4 Liability. We are not responsible for loss or damage while the System is under repair or is awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular Paragraphs 11, 16, and 22, which limit our liability.

9.5 Takeover of Other Systems. If we take over or provide service to the System, we are not liable for components or equipment not installed by us.

10. Limitation of Liability.

10.1 No Guarantee. We and our divisions or affiliates are not insurers of your real or personal property or data, or the personal safety of anyone on your Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, or business interruption insurance. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on your Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. It is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on your Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system would detect or prevent unauthorized intrusions or activities.

10.2 Amount of Liability. If we or our agents or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; tort; or our active or passive negligence, then our liability is limited to a sum

equal to the total annual monitoring fees at the time of the incident or \$1,000, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

10.3 More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

11. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay under the terms of this Agreement. If the Monitoring Center or your Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

12. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

12.1 Test. Immediately before securing your Premises, you or others using the System must carefully and properly set the security System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at your Premises, you must notify us immediately.

12.2 Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us. We will replace the batteries at your expense at our then current rates for parts and labor, plus service call fees. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

12.3 Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

12.4 Changes. You must immediately notify us of any changes to your Premises or to any fixtures, furniture, or equipment. You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other internet-based telephone service.

12.5 Power. You must provide 24-hour electrical service and electrical outlets for the System.

12.6 Environment. You must provide adequate lighting for any camera or video system, and otherwise provide the proper environment for the System as reasonably requested. You will provide and maintain all storage media for the video system.

12.7 Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

12.8 Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

12.9 Indemnity. You must defend and indemnify us from any claim made by another alarm company regarding its contract with you.

13. Authorized Call List; Personnel. You will immediately give us a written list of names, relationship, titles, and telephone, cell, and pager numbers of all persons to be notified if there is an alarm and the order in which these persons are to be called ("Call List"). You will also give us and keep current a written list of the names, titles, and phone numbers of all persons authorized to enter or remain on the Premises ("Personnel List"). Your Call List and Personnel List, including any updates, are a part of this Agreement. If you are a commercial customer, you must give us a daily and holiday opening and closing schedules and all other information that we may require. All changes to your Call List or Personnel List must be given to us in writing only and become effective only upon our acknowledgment of receipt of the changes. If you choose an interactive service, you are solely responsible for creating and updating your profile on any remote service website.

14. Change in Ownership of Premises. Moving from your Premises does not relieve you of your obligations under this Agreement.

15. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. Without our prior written consent, you must not assign or transfer this Agreement. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. This Agreement, especially Paragraphs 11 and 22, protects the Monitoring Center or our other subcontractors in the same way that the paragraphs protect us.

16. Default; Interest; Reactivation.

16.1 Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten-days written notice to you, and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **We may report your failure to inspect and test your System, or lack of System monitoring to the authority having jurisdiction.**

16.2 Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

16.3 Reactivation. If we for any reason discontinue service and you desire to reactivate the service, reactivation is subject to a \$100 fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current regular rates for parts and labor, and service call fees.

17. Change in Rates.

17.1 Increase. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice 60 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

17.2 Taxes, Charges, and Fees. We may at any time increase the monitoring or service fees to reflect increases in federal, state, and local taxes, utility charges including telephone company charges, and municipal fees and charges, which are imposed on us and which relate to the services provided under this Agreement. You must pay all increased monitoring fees.

18. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

19. Information and Privacy.

19.1 Recording. We may monitor or electronically record video and audio related to monitored activity at your Premises, as well as conversations with you, emergency personnel in connection with employee training, quality control, and the provision of services. You consent to this. Privacy cannot be guaranteed on telephone, cable, wireless, computer, and other systems. We are not liable to you for any claims or damages that may result from a lack of privacy experienced.

19.2 Consent. You consent to us (a) using information about you and your location to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud, and respond to regulatory and legal requirements; (b) providing information, including information contained on your Call or Personnel Lists and other personal information, to emergency personnel or our subcontractors or assignees for the purpose of providing services or in response to a subpoena or other legal process; and (c) using and sharing aggregate customer information and statistics that do not include information that identifies you or any individuals personally. We may contact you by telephone, facsimile, e-mail, or other internet services, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

20. Network or Server Vulnerability; Liability. You are solely responsible for the integrity and security of your data, software, devices, computer system, networks, servers, and other equipment. We are not liable for any loss or damage arising out of or relating to any unauthorized or improper access to, or use of your System or data. Your System may be connected to the internet. You understand that we do not operate or control the internet, and that viruses, worms, trojan horses, and other malicious or undesirable data, code, software, or users may attempt to access or damage your data, devices, computers, and networks. We are not liable for such activities. We do not guarantee that the System or service will meet your requirements, that the service will be uninterrupted or error-free, or that encryption algorithms, associated keys, and other security measures will be secure or effective. You must notify us immediately if you upgrade your operating system or make any changes to your file mapping, or your System or devices are unable to access the internet or network service.

21. Third Party Indemnification; Subrogation. You must immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This provision applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and must defend and indemnify us from all claims. You must notify your insurance company of these terms.

22. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Butte County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Butte County. California law applies to this Agreement regardless of choice-of-law rules.

23. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

24. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

25. Interpretation; Construction. The captions are for convenience of reference only and have no force in the interpretation or construction of this Agreement. The neuter includes the masculine or feminine gender, and the singular includes the plural wherever the context requires. Each term of this Agreement is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting this Agreement.

26. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties set forth here. Delivery of the executed Agreement by facsimile or other electronic means is as binding as delivery of an originally-executed Agreement. This Agreement and all documents arising out of or relating to this Agreement may be stored or reproduced by electronic or mechanical means. An electronic version of this Agreement is legally equivalent to the original for all purposes, including litigation.

27. State Licenses. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

****Disclosures and signatures follow on next page****

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 11, 16, and 22, which set forth our maximum liability if there is any loss or damage to you or any third party.** You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

For our residential customers only – You, the buyer, may cancel this transaction at any time before midnight of the third business day after the date of this transaction. See the attached Notice of Right to Cancel form for an explanation of this right.

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

YOU

ACCULARM SECURITY SYSTEMS

Dated: _____
Print Your Name / Title

Dated: 8/1/2025

BETTY LEDFORD
Authorized Company Representative

☐ Corporation ☐ LLC ☐ Partnership ☐ Sole
Owner

Salesperson Name and No.: SENG PHAN

Your Signature: _____
See important terms on other pages

Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.

COMMERCIAL SECURITY AND FIRE PURCHASE AGREEMENT

Check all that apply:

- ☒ NEW SYSTEM INSTALLATION ☐ TAKE OVER
☐ HARD WIRE ☐ WIRELESS ☐ CELLULAR ☐ RADIO ☐ AUTOMATION
☐ INTRUSION ☐ HOLD UP OR DURESS ☐ CAMERAS OR VIDEO ☐ ACCESS CONTROL
☒ FIRE ☐ WATER DETECTION ☐ CARBON MONOXIDE ☐ INTERACTIVE DEVICES ☐ OTHER _____

This Commercial Security and Fire Purchase Agreement is entered into August 1, 2025, by and between PALERMO SCHOOL (DISTRICT OFFICE) (“you,” “your”) and Accularm Security Systems (“we,” “us,” “our”).

YOUR INFORMATION

You / Contact Person: PALERMO SCHOOL (DISTRICT OFFICE) -FIRE

Premises Address: 7390 BULLDOG WAY PALERMO, CA 95968

Billing Address: _____

Phone: _____ Cell Phone: _____ Email: _____

Owner Name and Address (if different from above): _____

1. Installation.

☒ **1.1 New System.** We will install or cause to be installed the equipment described in the Schedule of Protection (“System”) at your premises identified above (“Premises”). All long-range radios, transceivers, cellular or other communicators, and our yard signs and window stickers remain our property at all times and may be removed by us. **You chose the System or service. Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** Upon completion of a fire System installation, we will provide you with all documents if requested by the authority having jurisdiction and applicable law, unless otherwise indicated. Upon completion of a security System installation, we will thoroughly instruct you on the proper use of the System.

☐ **1.2 Take Over.** We will take over or provide service and repair to the system previously installed and described in the Schedule of Protection (“System”) at your premises described above (“Premises”). If necessary, we will install or cause to be installed a communicator or a control panel, which contains a communicator; or install or cause to be installed other equipment or components contained in the Schedule of Protection. If selected, we will also connect your existing System to our monitoring center or an independent monitoring center that we select. **All existing equipment, components, or wiring that we connect to is not covered by our limited warranty, and unless specifically requested and paid for by you, the existing equipment, components, or wiring will not be tested or inspected by us. We are not liable for equipment or components not installed by us.**

1.3 Start Date. The approximate start date is TBD, and the approximate completion date is TBD. Receiving equipment at our offices so that System installation may begin or starting the installation of wiring at the Premises constitutes substantial commencement of the work to be performed under this Agreement.

2. Scope of Work. Our scope of work is contained in the Schedule of Protection on the last page and is a part of this Agreement.

3. Price; Payments.

3.1 Installation. You must pay us, our agents, or assigns the following amounts for all installation, labor, services, equipment, or materials provided or installed under this Agreement. Payments do not include electrical work or asbestos abatement. You must not hold back or delay payment because of inclement or lack of suitable weather, while waiting for official building inspections, or for any other reason whatsoever.

Payment upon Execution of Agreement	\$0.00
Payment upon Completion of Wiring (System wiring in place and terminated per wiring plan in Proposal)	\$0.00
Payment upon Installation of Equipment (All System equipment installed in final location at Premises in Proposal)	\$0.00
Payment upon Completion of Our Work (System operational in Proposal)	\$5,325.00

3.2 Payment. For all installation, labor, equipment, or materials provided or installed as contained in the Schedule of Protection, you will pay us by ☐ EFT ☐ credit card ☐ check within ten days of our invoice. By selecting EFT or credit card payments, you authorize periodic charges to your bank account or credit card, without recourse, for the amounts indicated above. You are responsible for keeping all payment information current. If your payment is rejected for any reason, you will pay us the amount due plus a \$25 returned payment fee as permitted by law within five days of our notice to you. If we make an error, our only responsibility is to correct the error when we receive notice from you. You authorize us to investigate your credit record, and to report your payment performance to credit agencies or credit reporting services.

3.3 Other Services. Monitoring, alarm response, or electronic fire system inspection and testing is provided under our separate Monitoring and Services Agreement only.

4. DISCLAIMER OF WARRANTIES; LIABILITY; CONSEQUENTIAL DAMAGES. Our obligation to provide the System or any other services arises solely out of this Agreement, and not through any other means. We do not represent or warrant that the System or service may not be compromised or by-passed; will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection or convenience for which it was installed or intended. We or our agents or employees made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or noninfringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promise does not create an express warranty, and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 5, 23, and 24 of this Agreement, we could not and would not provide the System or service, and we could not provide the System or service at the rates contained here. The warranty provided in this Agreement gives you specific legal rights. We are not liable for special, consequential, or incidental damages. Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you.

5. LIMITATION OF LIABILITY.

5.1 No Guarantee. We and our divisions or affiliates are not insurers of your real or personal property, data, or the personal safety or property of anyone on your Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, business interruption, or other necessary insurance, and recovery for losses is limited to such insurance coverage. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on your Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or services will prevent or avoid occurrences or the consequences of occurrences, that the System or services is designed to detect or avert. It is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on the Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system would detect or prevent unauthorized intrusions or activities.

5.2 Amount of Liability. If we or our agents or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; product liability; breach of warranty; tort; or our active or passive negligence, then our liability is limited to the sum of \$1,500. This is not a penalty. This is your only remedy regardless of the legal theory used to find us liable.

5.3 More Protection. You may obtain a higher limitation of liability by paying an additional periodic charge. If you elect this option, a rider will be attached to this Agreement stating the terms and amount of the limited liability and the additional periodic charge. Even if a rider is provided to you, we are not an insurer.

6. Access and Preparation. You will allow us to enter the Premises to install the System or provide service, and will provide uninterrupted access. You accepted our Schedule of Protection and in doing so, approved the locations where the System devices will be placed. We will try to conceal all wires, but the existing structure or other obstructions may require some of the wires to be visible. You authorize us to make any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary for installation or service of the System.

7. Hazards. Before installation begins, you must inform us where not to drill or expose because of pipes, wires, equipment, or hazardous materials. Unless so informed, we will decide where to drill holes and install equipment. We will use reasonable care to avoid concealed items, but have no way to determine with certainty if any exist. All costs to repair or replace pipes, wires, equipment, walls, ceilings, floors, or furnishings are your sole responsibility. We are not liable for property damage, personal injury, illness, or other loss due to water intrusion, including without limitation, mold or rot. If asbestos or other hazardous materials are found during installation, we will stop all work until you, at your sole expense, obtain clearance from a licensed asbestos or hazardous waste removal contractor that no danger exists. We are not liable for the discovery of or exposure to asbestos or other hazardous materials.

8. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

8.1 Test. Immediately before securing the Premises, you or others using the security System must carefully and properly set the System. You must properly test the security System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at your Premises, you must notify us immediately.

8.2 Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years or according to the manufacturer's instructions. You may also call us. We will replace the batteries at your expense at our then current rates for parts and labor. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

8.3 Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace the detectors *at least* every three years or according to the manufacturer's instructions.

8.4 Changes. You must immediately notify us of any changes to the Premises or to any fixtures, furniture, or equipment. You must immediately notify us of the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other Internet-based telephone service.

8.5 Power; Environment. You must provide 24-hour electrical service and electrical outlets for the System. You must provide the proper environment for the System as reasonably requested.

8.6 Permits. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all alarm or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

8.7 Indemnity. You must defend and indemnify us from any claim made by another alarm company regarding its contract with you.

9. Service and Repair.

9.1 Call. Call us at the number above to request service or repair.

9.2 Limited Warranty; After Warranty. If the System does not operate properly, we will, upon your request, make all repairs and replace parts without cost to you for a period of 90 days from the date the System installation is complete. Our service and repair includes all parts and labor for repairs necessitated by ordinary wear and tear, **excluding equipment not installed by us even if we connect to it, batteries, security screens, hard drives, storage media, access control cards, or other disposable items.** You must pay for those items at our then current rates for parts and labor, and a one-hour minimum service call fee. If anyone other than an authorized company representative attempts the repair, service, programming, or modification of any portion of the System, the Limited Warranty is terminated immediately, and is of no force. After-warranty service is provided as you request on a time-and-materials basis at our then current rates for parts and labor, and a one-hour minimum service call fee. **Payment must be made upon completion of the work.**

9.3 Exclusions. The Limited Warranty does not cover any malfunction or damage caused by accident, misuse, acts of God, birds, rodents, or other animals, or installation or programming by anyone other than us. Service and repair of this nature is provided at our then current rates for parts and labor, and service call fees. All components or equipment installed by others is not subject to our warranty. **Payment must be made upon completion of the work.**

9.4 Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part, and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing equipment, if available. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely, and you will allow us access to do so.

9.5 Hours. Service and repairs are usually performed as soon as reasonably possible. Service is provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Emergency service is available at all other times at our then current premium labor rate.

9.6 Liability. We are not responsible for loss or damage while the System is under repair or is awaiting parts. Any repair, service, replacement, or additional services or equipment provided by us after the initial installation or programming of the System, whether covered by the Limited Warranty or otherwise, is governed by this Agreement, **in particular Paragraphs 4, 5, 23, and 24,** which limit our liability.

10. Cameras; Video Surveillance.

10.1 Remote Access. If you selected remote access or viewing, we will not view or monitor your camera data. You must provide a proper high-speed Internet service provider 24/7/365 days per year, and pay all related charges. We do not provide Internet service; maintain Internet connections; wireless access or communication pathways; computer, smart phone, or electric current connection or supply; or in most cases, the remote video server. You may experience interruption in signal transmission or download speed, which are completely beyond our control. Your cameras or your access to your cameras that are connected to a remote video viewing network **will not be monitored or viewed by us**, and we will not know that an activating event has occurred, or that you have activated or used this service.

10.2 Environment. You must provide the proper environment for the cameras as requested, including without limitation, adequate lighting of your Premises, network speed, bandwidth, access, and removal of obstructions. The amount of light available will determine the amount of light required by your camera in order for it to produce usable video. Outdoor cameras are subject to broad

extremes in ambient conditions, and, in particular, lighting, and can be affected by many factors such as heat, cold, rain, fog, humidity, or snow, which are completely beyond our control.

10.3 Privacy. To the extent required by law, you are solely responsible for informing persons on your Premises that they may be monitored by video or audio and, to the extent required by law, obtain consent from all persons on the Premises to permit the recording, storing, and reviewing of oral communications. You will (a) not use or permit the use of video or audio installed where any person may have a reasonable expectation of privacy; and (b) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy. In addition, privacy laws may restrict camera placement that allows you to view premises not owned or controlled by you.

11. Interactive Security Services; Compatible Devices. If you selected interactive security services, you may elect to receive customized email or text message alerts about System signals or images, if any, on your computer, tablet, smart phone, or other mobile device. Certain wireless, interactive security, or automation services require a compatible computer, tablet, cell phone, or other device with Internet and email access. Not all devices will work with these services, and you must provide your own devices at your sole expense, and keep them charged. You understand that we have no control over your devices, or your Internet, email, or text message access. Cellular data providers may charge additional fees for accessing the System or automation system on wireless devices. These charges are your sole responsibility.

12. Automation. If you selected automation components and related services, you understand that the automation system, products, and services are separate from the monitoring, if any, of the security or fire devices, and are to provide you solely with the convenience of being able to remotely, for example, turn your System on or off; lock and unlock your doors; control your lights; manage your heating and cooling systems; and, if selected, receive certain email or text message alerts from your automation system through your Internet-connected computer, tablet, smart phone, or other mobile device. **We will not receive any signals from the automation system, and we will not notify anyone, including emergency personnel,** in response to any alerts you may receive from the automation system. **For continuous power, automation products must be plugged into an electrical outlet that is not controlled by a light switch.** We are not liable for any failure of the heating or cooling systems, lighting, or other products or appliances to operate after we install the automation products or system. You understand that the installation of an automation system may void your manufacturer's warranty on certain products, and you accept full responsibility.

13. Network or Server Vulnerability; Liability. You are solely responsible for the integrity and security of your data, software, devices, computer system, networks, servers, and other equipment. You are also solely responsible for limiting access to your wireless systems or VPN, changing the default password, and securing access to the System with regularly updated pass code protection, credentials, lockout codes, or encryption software. We are not liable for any loss or damage arising out of or relating to any unauthorized or improper access to, or use of your System or data. Your System or wireless devices may be connected to the Internet. You understand that we do not operate or control the Internet, that all devices may not meet encryption standard specifications, and that viruses, worms, trojan horses, and other malicious or undesirable data, code, software, or users may attempt to access or damage your data, devices, computers, and networks. We are not liable for such activities. We do not guarantee that the System or service will meet your requirements, that the service will be uninterrupted or error-free, or that encryption algorithms, associated keys, and other security measures will be secure or effective. You must notify us immediately if you upgrade your operating system or make any changes to your file mapping, or your System or devices are unable to access the Internet or network service.

14. Information and Privacy; Consent.

14.1 Recording. We may monitor or electronically record conversations with you, emergency service providers, and law enforcement or fire service personnel in connection with employee training, quality control, or the provision of services. **You consent to this.** Privacy cannot be guaranteed on telephone, cable, wireless, computer, Internet, or other systems. We are not liable to you for any claims or damages that may result from a lack of privacy experienced.

14.2 Consent. You consent to us (a) using information about your location or you to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud, and respond to regulatory and legal requirements; (b) providing information or recordings about you or your Premises, including personal information about individuals employed by you or who visit your Premises, to law enforcement or fire service personnel, and our subcontractors or assignees for the purpose of providing services or in response to a subpoena, law enforcement or fire department request, or other legal process; and (c) using and sharing aggregate customer information and statistics that do not include information that identifies you or any individuals specifically. We may contact you by telephone, facsimile, e-mail, or other Internet facilities, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

Audible Alarm Shut Off. If your security System has an audible alarm, we will install a device that automatically shuts off the audible alarm after it has sounded for not more than five minutes after the first activation. No automatic shut-off for fire Systems is allowed.

15. Authorities Having Jurisdiction. You are solely responsible for all costs necessitated by changes in the regulations or standards of any authority having jurisdiction, including the interpretation of the regulations and standards. You will promptly pay us for the cost of any changes to the Schedule of Protection under this Agreement that may be requested by the owner of the Premises if you are not the owner, or any authorities having jurisdiction, including building and safety departments, State Fire Marshall, local fire or electrical departments, insurance companies, homeowners associations, or any other federal, state, or local agency.

16. Your Plans and Specifications; Your Purchase Order. If the System is installed, changed, or replaced according to your plans and specifications, you must pay for all costs incurred for any work necessitated by errors in the plans provided. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

17. Acceptance of Installation. After the System is installed, we will inspect the System together. Any error or omission in the design, construction, or installation of the System must be brought to our attention in writing within 15 days after completion of installation. The installation is totally satisfactory to and accepted by you upon the expiration of 15 days.

18. Title to Systems; Risk of Loss. Until you have paid us in full, we hold title to and, by this Agreement, you grant us a security interest in the System. If we need to perfect the interest, you will comply with all reasonable requests. If you fail to pay for the System or our work in full, you must allow us to enter the Premises and remove all or any portion of the System, and recover all damages to which we are entitled. Removal of the System is without prejudice to the collection of all sums due under this Agreement. After installation begins, you bear the entire risk of loss for the equipment or components. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises. If you do not own the Premises, you must obtain the written consent of the owner for the installation, removal, or abandonment of the System.

19. Delay in Installation; Interruption of Service. We are not liable for any delay in the installation, repair, or other service of the System, for the consequences of delay, or for any interruption of operation caused, in whole or in part, because of compliance with any law, request, or order of any authority having jurisdiction, or because of any act or event, whether foreseen or unforeseen. Without limiting the generality of the above, the following acts or events are deemed to meet the requirements in this paragraph: war; terrorist attack or activity; military action; riots; strikes; lockouts; fires; floods; storms; ice; earthquakes; drought; tornado; explosion; interruption or unavailability of product, fuel, power, labor, or transportation facilities; interruption or unavailability of telephone, cable, radio, cellular, Internet, satellite, or other transmission or communication services; acts of God; other unforeseen event; or for any other similar or dissimilar reason or cause, regardless of origin, beyond our reasonable control, whether on a region-wide or nationwide basis. We are not required to provide installation, repair, or any other services to you while any of these causes or the aftermath of these causes exist, and you must continue to pay under the terms of this Agreement.

20. Default; Interest.

20.1 Default. Any of the following constitutes your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; or (d) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all work or services upon ten days' written notice to you, and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **For fire systems, we may report your failure to inspect and test your System, or lack of System monitoring, to the authority having jurisdiction.**

20.2 Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check or rejected payment.

20.3 Reactivation. If we for any reason discontinue monitoring and you desire to reactivate the service, reactivation is subject to our then current reactivation fee, and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current regular rates for parts and labor, and service call fees.

21. Notices. All notices regarding this Agreement must be in writing and may be served by a nationally-recognized overnight courier with delivery charges provided for; or certified mail, return-receipt requested *and* regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

22. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. Without our prior written consent, you must not assign or transfer this Agreement. We may subcontract any of the work or services to be performed under this Agreement without notice to you. This Agreement, **in particular Paragraphs 4, 5, and 24**, protects us, our subcontractors, Monitoring Center, Alarm.com, other service providers, or manufacturers in the same way that the paragraphs protect us.

23. Third Party Indemnification; Subrogation. You must immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This provision applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and you must defend and indemnify us from all claims. You must notify your insurance company of these terms.

24. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This

Agreement is made and entered into in Butte County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Butte County. California law applies to this Agreement regardless of choice-of-law rules.

25. Survival. Paragraphs 4, 5, 23, and 24 survive the expiration or termination of this Agreement.

26. Entire Agreement. This Agreement is the final and exclusive expression of the entire agreement between us, and may be different than or conflict with previous discussions. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior or contemporaneous oral or written agreements, proposals, understandings, conversations, negotiations, and warranties are not relied upon, and are merged into and superseded by this Agreement. This is an integrated agreement and there are no defenses to its enforceability. This Agreement cannot be changed orally, any oral changes are void, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed, and all terms inconsistent with this Agreement are void.

27. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

28. Interpretation; Construction. The captions are for convenience of reference only and have no force in the interpretation or construction of this Agreement. The neuter includes the masculine or feminine gender, and the singular includes the plural wherever the context requires. Each term of this Agreement is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting this Agreement.

29. Authorized Signatories; Duplicate. The individuals signing this Agreement are authorized signatories, and have the full power to enter into this Agreement, and to make the representations and warranties set forth here. This Agreement and all documents arising out of or relating to this Agreement may be delivered, stored, or reproduced by electronic or mechanical means. An electronic version of this Agreement is legally equivalent to the original for all purposes, including litigation.

30. State Licenses. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ACCEPTANCE

You read this Agreement before signing it and the prices, terms, and conditions in this Agreement are satisfactory. You received, understood, approved, and accepted this Agreement, in particular Paragraphs 4, 5, 23, and 24, which set forth our maximum liability if there is any loss or damage to you or any third party. You may obtain a higher liability limit by paying an additional periodic charge. You were advised that there are additional, different, or higher levels of protection and service available. The System provided is based upon your specific request, approval, and cost considerations, for which you must hold us harmless. All terms on the other pages or attachments are part of this Agreement. If applicable, you consent to the use of an electronic version of this Agreement with electronic signatures.

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

YOU Dated: _____ Print Your Name / Title <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner Your Signature: _____	ACCULARM SECURITY SYSTEMS Dated: 7/9/25 <u>BETTY LEDFORD</u> Authorized Company Representative Salesperson Name <u>SENG PHAN</u>
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Unless we either (1) approve it in writing by an authorized company representative, or (2) begin installation, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.

PAYMENT OPTIONS: (optional)☐ EFT: Bank Name: _____ Routing No.: _____ Account No.: _____☐ Credit Card: ☐ VISA ☐ MasterCard ☐ American Express – Card No.: _____

Exp. Date: _____ Zip Code: _____ CVV: _____

CONSTRUCTION LENDER INFORMATION

Construction Lender: _____ Lender Contact: _____

Lender's Address: _____

Lender's Phone: _____ Fax: _____ Email: _____

SCHEDULE OF PROTECTION

QUANTITY	EQUIPMENT TYPE	QUANTITY	EQUIPMENT TYPE
1	NEW FIRE ALARM MAIN CONTROL PANEL		
1	NEW FIRE RADIO AS PRIMARY COMMUNICATION		
2	NEW FIRE MANUAL PULL STATIONS- FRONT ENTRY, REAR ENTRY		
2	NEW FIRE SMOKE DETECTORS- FRONT HALL, CONFERENCE ROOM		
2	NEW FIRE ALARM HORN/STROBES- FRONT HALL, CONFERENCE ROOM		
1	NEW 12V 7A BACKUP BATTERY		
1	PREVAILING WAFES TO INSTALL NEW FIRE ALARM SYSTEM		

MONITORING AND SERVICES AGREEMENT

Check all that apply:

- ☐ RESIDENTIAL ☒ COMMERCIAL
☒ HARD WIRE ☐ WIRELESS ☒ CELLULAR ☐ RADIO ☐ INTERACTIVE SERVICES
☐ INTRUSION MONITORING ☐ HOLD UP OR DURESS ☐ VIDEO VERIFICATION
☐ FIRE MONITORING ☐ FIRE TESTING AND INSPECTION ☐ WATER FLOW VALVE SUPERVISION
☐ OTHER _____

This Monitoring and Services Agreement is entered into on August 1, 2025, by and between PALERMO SCHOOL-DIST OFFICE FIRE ("you," "your"), and Accularm Security Systems ("we," "us," "our").

YOUR INFORMATION

YOU / Contact Person: PALERMO SCHOOL-DIST OFFICE FIRE

Premises Address: 7390 BULLDOG WAY, PALERMO, CA 95968

Billing Address: _____

Phone: _____ Cell Phone: _____ Email: _____

1. Term. The original term of this Agreement is one year, and the Agreement automatically renews for successive one-year periods unless either party notifies the other in writing of its intent to terminate no less than 60 days before the expiration of the original or renewal period.

2. Monitoring Services; Communicator; Programming; Verification.

2.1 Monitoring. You agree that the service meets your needs. **Additional, different, or higher levels of protection and service were discussed with you and are available from us at an additional cost.** The signals or images, if any, from the security system or the signals from the fire system at the Premises ("System") are monitored at our monitoring center. If the System is removed for any reason, we are not obligated to restore the Premises to its original condition or to redecorate the Premises. Upon connection or activation of your security alarm system, we will thoroughly instruct you in the proper use of the System.

2.2 Communicator. We will install, cause to be installed, or program, whether in person or remotely, a communicator at your Premises to transmit System signals or images, if any, from your System to our Monitoring Center. All long-range radios, transceivers, and cellular or other communicators, and our yard signs and window stickers remain our property at all times and may be removed by us. When this Agreement expires or is terminated, you will immediately allow us to remove or deactivate, whether remotely or otherwise, the communicator. **Until the communicator is deprogrammed, you are responsible for monitoring fees.**

2.3 Program; Visual. We may program the System remotely, and you will allow us access to do so. If your law-enforcement or fire department requires or later requires visual or other verification procedures of an emergency before responding to a System signal, you must comply with the requirement and subscribe for that service if provided by us. We may charge an additional fee for that service.

☐ If you are using a traditional phone line or an internet-based transmission to our Monitoring Center, you thoroughly discussed with us the availability of cellular or radio back-up transmission of alarm signals from the System to the Monitoring Center, and that these services are available at an additional cost. You do not want back-up transmission of alarm signals and understand that, if your transmission service is interrupted or disconnected, no signal will be sent to the Monitoring Center, and emergency personnel will not be called.

_____**Your Initials**

3. **Services and Payment.**

3.1 **Services.** We will provide the following services and you will pay us as follows:

A. **Intrusion Monitoring Services (Billed Quarterly):**

- ☐ Monthly Monitoring Services – Basic \$ _____
- ☐ Monthly Monitoring Services –
With Openings and Closings Logged at Monitoring Center: \$ _____
- ☐ Monthly Monitoring Services –
With Openings and Closings Mailed Monthly to You: \$ _____

B. **Fire Monitoring Services (Billed Quarterly):**

- ☒ Fire Monthly Basic Monitoring Services: \$40.00
- ☐ Notification of Trouble Signals and Supervisory Signals: \$ _____
- ☐ Initial Programming of Alarm Panel: \$ _____
- ☐ Additional Fire Alarm Panel at Same Premises: \$ _____

C. **Additional Services per Month (Billed Quarterly):**

- ☐ Customer Access: \$ _____
- ☒ Cellular Transmission of Signals: \$10.00
- ☐ Radio Transmission of Signals: \$ _____
- ☐ Interactive Services: \$ _____
- ☐ Other Service: _____ \$ _____

D. **Other Services:**

- ☐ Fire Inspection and Testing per attached Scope of Work,
which is a part of this Agreement: \$ _____

TOTAL AMOUNT FOR ORIGINAL TERM: \$600.00

Payment Options:

Please select one of the following billing cycle options

- ☐ Monthly – \$50.00 ☐ Quarterly – \$150.00 ☐ Semi-Annually – \$300.00
- ☐ Annually – \$550.00 (one month free; paid in same month as above)

3.2 **Payment.** You must pay the prorated fees for the month in which monitoring services begin. Payments are payable in advance, on the first day of the month, commencing on the date set forth above. Your payments shown above do not include any applicable tax. If any taxes are due, you must pay the tax in addition to your monthly payments. **No finance charge or cost of credit is associated with this Agreement.**

4. **Fire Inspection and Testing.**

4.1 **Test and Report.** You must inspect and test your fire System according to the applicable code and the frequency specified. If you selected fire testing and inspection, we will test and inspect your electronic fire system according to the applicable code, regulation, or guideline of the authority having jurisdiction of your Premises. We will record and update normal and abnormal conditions or characteristics for the System or the portion of the System being tested or inspected, including panels and other System devices or components as required. We will provide you and any other entity that you designate in writing with our written report and all other required materials within the required time period. Deficiencies will be provided within one business day or discussed during the inspection. Procedures performed, as well as any defects or deficiencies discovered and our recommendations, will be noted in our written report. **Our report does not guarantee that all deficiencies have been detected or that your System is fully operational.** We will return all paperwork or plans provided to us by you upon the completion of the tests or inspections or with the delivery of our written report. **Payment must be made upon delivery of our report.**

4.2 **Access.** You must notify your employees of all inspections and testing. You will permit us to enter the Premises to service, inspect, or test the System and will provide uninterrupted access. While we are on the Premises, you will provide continuous electrical service. All inspections will be performed during regular business hours unless prior arrangements are made.

4.3 **Cancellation.** You will provide us a minimum of 24-hours notice of cancellation of a scheduled inspection or testing. You will pay us our then current cancellation fee for cancellations not received on a timely basis.

5. Disclaimer of Warranties; Liability; Consequential Damages. Our obligation to provide the System or any other services arises solely out of this Agreement and not through any other means. We do not represent or warrant that the System or service may not be compromised or by-passed; will detect or prevent all burglaries, hold-ups, personal emergencies, fires, smoke or water damage, or otherwise; or that it will in all cases provide the protection for which it was installed or intended. We or our agents or employees made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, its fitness for any particular purpose, or non-infringement or title. You did not rely on any representation or warranty, express or implied. Any information provided or promise does not create an express warranty, and will be considered expressions of personal opinion only. If we were to have any liability greater than that agreed to by you in Paragraphs 11, 16, and 22 of this Agreement, we could not and would not provide the System or services, and we could not provide the System or services at the rates contained here. The warranty provided in this Agreement gives you specific legal rights, and you may have other rights that vary from state-to-state. We are not liable for special, consequential, or incidental damages.

6. Response to Signals.

6.1 Intrusion Signals. If we receive an intrusion signal, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List (see Paragraph 14) and can verify whether an alarm is false. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List. Unless directed otherwise in writing by you, if we are unable to reach the first two people on your Call List or if we in our sole discretion question a response we have received, we will, without warranty, notify emergency personnel.

6.2 Holdup or Panic. If we receive a hold up, duress, or panic signal, we will, without warranty, call emergency personnel, and if requested in writing by you, notify you or your designated representative shown on your Call List.

6.3 Video or Images. If we receive a video clip, if available, from your System, and we reasonably believe that the images *do not* indicate an emergency condition, we will, without warranty, make reasonable efforts to call you or someone at the Premises who is on your Call List and can verify whether an alarm is false. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List but we will *not* notify emergency personnel. If we reasonably believe that the images *do* indicate an emergency condition, we will, without warranty, call emergency personnel, and if requested in writing by you, call you or the designated person on your Call List.

6.4 Medical Emergency Signals. If we receive a medical emergency signal, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List and can verify whether an emergency exists. If we are unable to reach you or someone at the Premises, a second call attempt will be made to the next person on your Call List. Unless directed otherwise in writing by you, if we are unable to reach you or the next person on your Call List, we will, without warranty, notify emergency personnel. **Two-way voice communication is not provided and, if you push the medical button on your alarm keypad, you will need a telephone to talk with someone.** The alarm siren will not sound when the medical button is activated.

6.5 Fire Signals; Carbon Monoxide Signals. If we receive a fire alarm signal from *commercial* premises, we will, without warranty, notify emergency personnel and notify you or your designated representative by calling the specified telephone number(s) on your Call List. Trouble or supervisory signals from your fire System are sent to your designated representative in the manner directed. If we receive a fire alarm signal from *residential* premises, we will, without warranty, make reasonable efforts to reach you or someone at the Premises who is on your Call List and can verify whether an alarm is false. If we are unable to reach you or the next person on your Call List, we will, without warranty, notify emergency personnel.

6.6 Forced Entry. You understand that emergency personnel may forcibly enter the Premises when they are told that we received a fire, medical emergency, or carbon monoxide signal from your Premises. You consent to this. You understand that damage to your property may occur and that you are responsible for all costs related to that damage.

6.7 Interactive Services; Two-Way Voice. If you selected interactive services, you may receive customized email and text message alerts about System signals on your computer, tablet, smart phone, or other mobile device as well. Certain wireless or interactive services require a compatible computer, tablet, cell phone, or other device with internet and email access. Not all devices will work with these services and you must provide your own devices at your sole expense. You understand that we have no control over these devices, or your internet or email access. Cellular data providers may charge additional fees for accessing the System on wireless devices. These charges are your sole responsibility. If you selected emergency two-way voice service, there is a risk that the connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality coming through the System may be distorted or impossible to understand or hear.

6.8 Permits; Consent. Certain law-enforcement or emergency agencies will not respond to an alarm signal unless you have a valid alarm user permit, which you must keep current and renewed as required. See Paragraphs 13.7 and 13.8 for more information regarding alarm permits. If required to do so by any governmental authority or insurance interest, we may discontinue any particular form of response. You consent to the recording of all telephone calls with the Monitoring Center.

7. Alarm Signal Transmission Methods.

7.1 Telephone Lines. You must pay all charges made by the telephone company or other utilities for installation or activation of service connections, telephone jacks, leasing, and service charges of telephone lines connecting your Premises to our Monitoring Center. All charges for the installation and continuity of telephone service connections for the System are your sole responsibility. **Activation of the System will interrupt and disconnect any telephone call in progress. You will be unable to**

use that line for 911 or any other emergency service for a period up to several minutes. For these reasons, we recommend a dedicated telephone line for your System. If your telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from your System will not be received by our Monitoring Center during any interruption in telephone service. Interruptions will not be known to our Monitoring Center or us, and emergency personnel will not be called. You must pay us for any costs incurred to reprogram the digital communicator to conform to telephone company-initiated changes in dialing procedures or area codes. Costs are based on our then current standard service call charge. **We recommend two dedicated telephone lines for your fire System.**

7.2 Cellular or Radio Transmission. If cellular or radio service is used as your primary or secondary transmission method, the System's communicator is connected to a cellular or radio network. The use of radio frequencies is controlled by the Federal Communications Commission ("FCC"), and changes in FCC rules, regulations, and policies may necessitate discontinuing transmissions. You must pay all monthly service charges connecting your Premises to our Monitoring Center. **Radio or cellular transmissions are subject to topographical and environmental conditions, including power failures and electrical storms, that are totally beyond our control.** Service may also be limited based on available coverage, carrier, or third-party related issues.

7.3 Internet Transmission. Using DSL, BPL, Voice over Internet Protocol ("VoIP"), or other internet-based service may interfere with the signals sent by the System to the Monitoring Center. Signal transmission using these services can be sporadic. These services will not work without electrical power, and may interfere with your ability to call 911 or interfere with the telephone line-seizure feature of the System. To make sure that the System is operational and properly transmitting signals, you must *immediately* test your System after installation of any of these services. Cellular or radio back-up is highly recommended if internet services are used.

8. False Alarms. If you cause an excessive number of false alarms through carelessness, or malicious or accidental use of the System, or if you in any manner misuse or abuse the System, your conduct is a material breach of contract. After giving you ten-days written notice, we may at our option, in addition to all other legal remedies, terminate this Agreement. You are **solely responsible** for all false alarm fines, penalties, or fees, including charges from a private guard service, if any, whether assessed against you or us.

9. Service or Repair Services.

9.1 Call. Call us at the number above to request service or repair.

9.2 Repair; Hours. Service or repair is provided on a time-and-materials basis at our then current rates for parts and labor, a one-hour minimum fee, and other service call fees. Service is usually performed as soon as reasonably possible. Service or repair is provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. through 5:00 p.m. A responsible adult must be at the Premises at the time of the service call. Emergency service is available at all other times at our then current premium labor rate and service call fees. **Payment must be made upon completion of the work.**

9.3 Repair or Replace; Remote Access. We may, in our sole discretion, either repair or replace the part, and may substitute new or reconditioned materials of equal quality at the time of replacement. If the repair costs exceed the replacement cost, we may replace the defective equipment with new or reconditioned equipment substantially equivalent to or with comparable features as the existing equipment, if available. The replacement equipment may have a higher or lower selling price than the original equipment you have. We may program, alter, or repair the System remotely, and you will allow us access to do so.

9.4 Liability. We are not responsible for loss or damage while the System is under repair or is awaiting parts. Any repair, service, replacement, or addition of equipment by us after the initial installation or programming of the System is governed by this Agreement, in particular Paragraphs 11, 16, and 22, which limit our liability.

9.5 Takeover of Other Systems. If we take over or provide service to the System, we are not liable for components or equipment not installed by us.

10. Limitation of Liability.

10.1 No Guarantee. We and our divisions or affiliates are not insurers of your real or personal property or data, or the personal safety of anyone on your Premises. This Agreement is not an insurance policy or a substitute for an insurance policy. You must obtain all property, life, health, disability, or business interruption insurance. The payments required are based solely upon the value of the System or service, and not on the value of your real or personal property or data, or the property of others located in or on your Premises. We make no guarantee or warranty, including an implied warranty of merchantability or fitness, that the System or service will prevent or avoid occurrences or the consequences of occurrences that the System or service is designed to detect or avert. It is impractical and extremely difficult to determine in advance (a) the value of your real or personal property or data, or the property of others kept on your Premises, that may be lost, stolen, or damaged if the System or service does not operate properly; (b) the response time of the Monitoring Center, emergency personnel, or guard service, if any; (c) what portion, if any, of a loss, damage, personal injury, or death would be proximately caused by our failure to perform or our active or passive negligence; or (d) whether a camera or access control system would detect or prevent unauthorized intrusions or activities.

10.2 Amount of Liability. If we or our agents or employees are found liable for loss, damage, or injury of any kind whatsoever from our failure to perform any of our obligations under this Agreement; failure of the System, equipment, or service in any manner; breach of warranty; tort; or our active or passive negligence, then our liability is limited to a sum

equal to the total annual monitoring fees at the time of the incident or \$1,000, whichever is greater. This is not a penalty. This is your only remedy regardless of the legal theory used to find the Monitoring Center or us liable.

10.3 More Protection. You may obtain a higher limitation of liability by paying an additional charge. If you elect this option, a rider will be attached to this Agreement stating the terms, conditions, and amount of the limited liability and the additional charge. Even if a rider is provided to you, we are not your insurer.

11. Interruption, Suspension, or Cancellation of Service. We are not liable for any delay in monitoring or service of the System, for the consequences of delay, or for any interruption of operation because of floods; storms; earthquakes; fire; power failures; strikes; riots; war, declared or undeclared; terrorism; insurrection; interruption or unavailability of telephone, cellular, cable, radio, internet, or other transmission services; acts of God; or for any other cause beyond our control, regardless of cause or origin. We are not required to provide monitoring or other services to you while any of these causes exist. If services are suspended for these reasons, you must continue to pay under the terms of this Agreement. If the Monitoring Center or your Premises or equipment are destroyed by fire or other catastrophe, are so substantially damaged that it is impractical to continue service, or if the Monitoring Center or we are unable to render service, this Agreement will be suspended without notice.

12. Your Duties as to Use of System; Battery and Device Replacement; Monitoring or System Permits.

12.1 Test. Immediately before securing your Premises, you or others using the System must carefully and properly set the security System. You must properly test the System *at least* monthly during the term of this Agreement. If the System does not operate properly or if there is a power failure or other interruption at your Premises, you must notify us immediately.

12.2 Batteries. If your System uses wireless battery-operated devices, you must replace the batteries when the System emits a low-battery signal or *at least* every two years. You may also call us. We will replace the batteries at your expense at our then current rates for parts and labor, plus service call fees. If you fail to replace the batteries, or if the batteries are low or dead, the System will not function properly.

12.3 Carbon Monoxide Detectors. If you have carbon monoxide detectors, you must replace them *at least* every three years.

12.4 Changes. You must immediately notify us of any changes to your Premises or to any fixtures, furniture, or equipment. You must immediately notify us of any changes to your telephone service, including the installation of DSL, BPL, Voice over Internet Protocol ("VoIP"), or other internet-based telephone service.

12.5 Power. You must provide 24-hour electrical service and electrical outlets for the System.

12.6 Environment. You must provide adequate lighting for any camera or video system, and otherwise provide the proper environment for the System as reasonably requested. You will provide and maintain all storage media for the video system.

12.7 Permits. Monitoring may be subject to permit fees. If required, obtaining and maintaining an alarm permit is your sole responsibility. You are solely responsible for paying for all monitoring, alarm, or system permits, licenses, or fees imposed by authorities having jurisdiction necessary for the use and operation of the System, and all other charges or fees imposed. You are solely responsible for determining whether the city, county, or governmental subdivision in which the Premises are located has or may later have statutes or ordinances requiring that you obtain and maintain a license or permit for the System.

12.8 Notification. Unless you have a valid alarm-user permit or license, which must be kept current and active as required, certain emergency personnel will not respond to an alarm signal. **Until you obtain, at your expense, all necessary permits or licenses, and provide us with the license or permit number, we may not be able to notify emergency personnel of an alarm.**

12.9 Indemnity. You must defend and indemnify us from any claim made by another alarm company regarding its contract with you.

13. Authorized Call List; Personnel. You will immediately give us a written list of names, relationship, titles, and telephone, cell, and pager numbers of all persons to be notified if there is an alarm and the order in which these persons are to be called ("Call List"). You will also give us and keep current a written list of the names, titles, and phone numbers of all persons authorized to enter or remain on the Premises ("Personnel List"). Your Call List and Personnel List, including any updates, are a part of this Agreement. If you are a commercial customer, you must give us a daily and holiday opening and closing schedules and all other information that we may require. All changes to your Call List or Personnel List must be given to us in writing only and become effective only upon our acknowledgment of receipt of the changes. If you choose an interactive service, you are solely responsible for creating and updating your profile on any remote service website.

14. Change in Ownership of Premises. Moving from your Premises does not relieve you of your obligations under this Agreement.

15. Assignment; Rights of Subcontractors. We may assign this Agreement to any person or entity without notice to you. Without our prior written consent, you must not assign or transfer this Agreement. We may subcontract any of the work or services to be performed under this Agreement, including monitoring, without notice to you. This Agreement, especially Paragraphs 11 and 22, protects the Monitoring Center or our other subcontractors in the same way that the paragraphs protect us.

16. Default; Interest; Reactivation.

16.1 Default. Any of the following constitute your default under this Agreement: (a) failure to pay any amount provided in this Agreement within ten days after the same is due; (b) failure to communicate or cooperate with us; (c) failure to perform any other obligations under this Agreement within ten days after written request; (d) failure to timely and properly inspect and test your System; or (e) you become a debtor in a bankruptcy proceeding. If you default, we may discontinue all services upon ten-days written notice to you, and accelerate and recover all amounts to become due under this Agreement, as well as all other sums to which we are entitled. **We may report your failure to inspect and test your System, or lack of System monitoring to the authority having jurisdiction.**

16.2 Interest. If any payment due is more than ten days late, you will pay simple interest on each past due payment in the amount of 18% per year calculated on a 360-day year [periodic rate of 1.5% per month or the maximum amount allowed by law] until the balance is paid in full. You will pay a service charge of \$25 for each returned check.

16.3 Reactivation. If we for any reason discontinue service and you desire to reactivate the service, reactivation is subject to a \$100 fee and payment of all past due amounts. If the System cannot be reactivated remotely, and a service call is required, you must also pay us our then current regular rates for parts and labor, and service call fees.

17. Change in Rates.

17.1 Increase. We may increase the monitoring or service fees at any time after the expiration of the initial term of this Agreement, but not more than once in any 12-month period, and upon giving you written notice 60 days in advance of the effective date of the increase. If you do not want to pay the increased charge, you may cancel the then unexpired term of this Agreement by notifying us in writing 30 days before the effective date of the increase.

17.2 Taxes, Charges, and Fees. We may at any time increase the monitoring or service fees to reflect increases in federal, state, and local taxes, utility charges including telephone company charges, and municipal fees and charges, which are imposed on us and which relate to the services provided under this Agreement. You must pay all increased monitoring fees.

18. Notices. All notices regarding this Agreement must be in writing and may be served by personal delivery; by a reputable overnight carrier with all delivery charges provided for; or by certified mail, return-receipt requested, and regular mail, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

19. Information and Privacy.

19.1 Recording. We may monitor or electronically record video and audio related to monitored activity at your Premises, as well as conversations with you, emergency personnel in connection with employee training, quality control, and the provision of services. You consent to this. Privacy cannot be guaranteed on telephone, cable, wireless, computer, and other systems. We are not liable to you for any claims or damages that may result from a lack of privacy experienced.

19.2 Consent. You consent to us (a) using information about you and your location to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud, and respond to regulatory and legal requirements; (b) providing information, including information contained on your Call or Personnel Lists and other personal information, to emergency personnel or our subcontractors or assignees for the purpose of providing services or in response to a subpoena or other legal process; and (c) using and sharing aggregate customer information and statistics that do not include information that identifies you or any individuals personally. We may contact you by telephone, facsimile, e-mail, or other internet services, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

20. Network or Server Vulnerability; Liability. You are solely responsible for the integrity and security of your data, software, devices, computer system, networks, servers, and other equipment. We are not liable for any loss or damage arising out of or relating to any unauthorized or improper access to, or use of your System or data. Your System may be connected to the internet. You understand that we do not operate or control the internet, and that viruses, worms, trojan horses, and other malicious or undesirable data, code, software, or users may attempt to access or damage your data, devices, computers, and networks. We are not liable for such activities. We do not guarantee that the System or service will meet your requirements, that the service will be uninterrupted or error-free, or that encryption algorithms, associated keys, and other security measures will be secure or effective. You must notify us immediately if you upgrade your operating system or make any changes to your file mapping, or your System or devices are unable to access the internet or network service.

21. Third Party Indemnification; Subrogation. You must immediately defend and indemnify us against all claims brought by others, including personal injury, tort, negligence, property damage, or death. This provision applies to all claims regardless of cause, including our or the System's performance or failure to perform; defects in products, design, installation, activation, or service; negligence; tort; warranty; contribution; indemnification; or strict products liability. So far as permitted by your liability or property insurance policy, you release us from all claims, whether the claims are made by or through you, including your insurance company or other parties, and must defend and indemnify us from all claims. You must notify your insurance company of these terms.

22. Time to Bring Suit; Venue; Governing Law. Any lawsuit or other legal proceeding arising out of or relating to this Agreement, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year after the claim arises. This Agreement is made and entered into in Butte County, California. Any legal proceeding arising out of or relating to this Agreement must be brought in Butte County. California law applies to this Agreement regardless of choice-of-law rules.

23. Entire Agreement. This Agreement is the final expression of and sets forth the entire agreement between the parties. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement supersedes and replaces all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be changed orally, and all changes must be in writing signed by authorized representatives of both parties. If there is any conflict between this Agreement and your purchase order or other document delivered to us, this Agreement governs whether the purchase order or document is delivered before or after this Agreement is fully signed.

24. Enforceability; Waiver. If any part of this Agreement is void, the remaining portions of the Agreement remain enforceable. No waiver of a breach of any term or condition of this Agreement is a waiver of any succeeding breach.

25. Interpretation; Construction. The captions are for convenience of reference only and have no force in the interpretation or construction of this Agreement. The neuter includes the masculine or feminine gender, and the singular includes the plural wherever the context requires. Each term of this Agreement is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting this Agreement.

26. Authorized Signatories; Duplicate. The individuals executing this Agreement are authorized signatories and have the full power to enter into this Agreement, and make the representations and warranties set forth here. Delivery of the executed Agreement by facsimile or other electronic means is as binding as delivery of an originally-executed Agreement. This Agreement and all documents arising out of or relating to this Agreement may be stored or reproduced by electronic or mechanical means. An electronic version of this Agreement is legally equivalent to the original for all purposes, including litigation.

27. State Licenses. Alarm Company Operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

****Disclosures and signatures follow on next page****

ACCEPTANCE

The prices, specifications, and conditions in this Agreement are satisfactory. **You understand, approve, and accept this Agreement, in particular Paragraphs 11, 16, and 22, which set forth our maximum liability if there is any loss or damage to you or any third party.** You received a completed copy of this Agreement and, if you are a residential customer, two copies of the Notice of Right to Cancel. **You were advised that there are additional, different, or higher levels of protection and service available. The services provided are based upon your specific request, approval, and cost considerations, for which you must hold us harmless.**

For our residential customers only – You, the buyer, may cancel this transaction at any time before midnight of the third business day after the date of this transaction. See the attached Notice of Right to Cancel form for an explanation of this right.

WARNING: Various System components or products may contain lead or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

YOU

ACCULARM SECURITY SYSTEMS

Dated: _____
Print Your Name / Title

Dated: 8/1/2025

BETTY LEDFORD
Authorized Company Representative

☐ Corporation ☐ LLC ☐ Partnership ☐ Sole
Owner

Salesperson Name and No.: *SENG PHAN*

Your Signature: _____
See important terms on other pages

Unless we either (1) approve it in writing by an authorized company representative, or (2) begin services, this Agreement is not binding upon us. If we do not approve the Agreement, our sole liability is to refund the amount paid to us when you signed the Agreement. Not receiving a copy signed by us does not make this Agreement unenforceable.

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 25030

THIS CONTRACT is made and entered into this 1st day of July 22nd, 2025, by and between United Building Contractors, Inc ("Contractor") and Palermo Union Elementary School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Forty-One Thousand Eight Hundred Eighty-Ten Dollars and 60/100 Cents (\$41,810.60) ("Contract Price"), the following services ("Services" or "Work"): Repairs to Electrical service and HVAC Equipment for Palermo DO Portable, as further described in the attached **Exhibit "A"**.
2. Contractor shall perform the Work at Palermo District Office, located at 7390 Bulldog Way, Palermo California 95968 ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed no later than August 1, 2025.
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars and 00/100 Cents Dollars (\$ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_____ Notice to Bidders

_____ Instructions to Bidders

_____ Notice to Proceed

_____ Prevailing Wage Certification

_____ Workers' Compensation Certification

_____ Insurance Certificates and
Endorsements

_____ Exhibit "A" ("Scope of Work")

7. Payment for the Work shall be made in accordance with the Terms and Conditions.
8. Inspection and acceptance of the Work shall be performed by Construction Manager of the of the District.
9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid,

return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Palermo Union Elementary School
District
ATTN: Gary Rodgers
7390 Bulldog Way
Palermo, CA 95968
EMAIL: grogers@palermok8.org

Contractor

United Building Contractors Inc
ATTN: James Gilmore, President
P.O.Box 6039
Chico, CA 95927
EMAIL:
jimg@unitedbuildingcontractors.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
11. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.
12. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2025

**Palermo Union Elementary School
District**

Dated: _____, 2025

United Building Contractors, Inc

Signature: _____

Print Name: Gary Rogers

Print Title: Superintendent

Address: 7390 Palermo Way
Palermo, CA 95968

Telephone: (530) 533-4842

Facsimile: (530) 532-1047

E-Mail: grogers@palermok8.org

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

X Corporation, State: California

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
17. **GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES:**
 - 17.1 Contractor acknowledges that all California community college districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution

Prevention Plan" or "SWPPP").

- 17.2 Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties that may be imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.
- 17.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:
 - 17.3.1 All required visual observations, sampling, analysis, reporting and record keeping, including any Numeric Action Levels ("NALs"), if applicable;
 - 17.3.2 Rain Event Action Plan ("REAP") at least forty eight (48) hours prior to any forecasted rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site, if applicable;
 - 17.3.3 Active Treatment System ("ATS"), if applicable; and
 - 17.3.4 Best management practices ("BMPs").
18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.
22. **NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.
23. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

24. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
25. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
26. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
27. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
- 28. INDEMNIFICATION:**
- 28.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or

defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

- 28.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 28.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 28.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.
29. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

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30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

30.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

30.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

- 30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 30.2.6 An endorsement stating that there shall be a waiver of any subrogation.
- 30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 30.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
34. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
35. **COVID-19 SAFETY REQUIREMENTS:** For all employees, volunteers and agents of Contractor ("Workers") entering District property or facilities, Contractor shall at its cost, timely comply with all applicable federal, state and local laws and public health orders regarding COVID-19.
- 35.1 Contractor shall complete, sign, date and submit to District the COVID-19 Vaccination Certification Form attached to this Agreement and comply with the version of District's Administrative Procedure: COVID-19 Vaccination/Masking Requirement for Employees, Students, and Visitors ("COVID-19 Policy") in effect at the time Contractor performs the Services, the most recent version of which is attached to the COVID-19 Vaccination Certification Form and incorporated herein by this reference.
- 35.2 Contractor shall submit proof of vaccination or weekly testing results of all Workers to District via the online service "Company Nurse." In addition, all Workers must complete and submit to District the "Authorization For Disclosure and Use of Medical Information" contained within the COVID-19 Policy.

- 35.3 Prior to entering any District property or facility, Workers shall complete a COVID-19 self-assessment online or via the mobile application "Campus Shield." Workers who decline to provide proof of COVID-19 vaccination must at all times while on District property or in District facilities wear face masks that fully cover both mouths and noses.
36. **LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 36.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 36.2 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
- 36.3 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
- 36.4 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
37. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
38. **[RESERVED]**
39. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the

Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

40. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
41. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
42. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.
43. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
44. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
45. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

46. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
47. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
48. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
49. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
50. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
51. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
52. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
53. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

EXHIBIT "A"
SCOPE OF WORK

- 1. General Scope of Work and Fees.** Contractor shall provide the following urgent repair work generally listed below, and as more specifically described within this Exhibit "A", at the following fees.

Work Activity	Fee
Demo Existing Curb & Trees. Patch Back AC	\$6,325.75
Electrical Underground & Trench Patch Back	\$9,227.86
Electrical 100amp Service	\$9,482.00
Replacement of Existing Gas HVAC unit with Heat Pump HVAC Unit	\$16,775.00
Total	\$41,810.60

[Continues on Next Page]

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

[END OF DOCUMENT]



License No. 758081
1965 Mitchell Ave
Oroville, CA 95966
(530)534-3753

July 10, 2025

Palermo Union School District
7390 Bulldog Way
Palermo, CA 95968
(530) 533-4842

BID

Attn: Gary (530)533-4842 x7/(530)300-4221
RE: District Office Portable

Carpets Galore agrees to supply and install Fortress Gothic Mocha 20 mil glue down with 6 inch burke base #123 in district office portable.

Pull up and haul away existing flooring. Prep floors as needed.

Total: \$14,657.00

***District will be responsible to remove and reset furniture**

***Prevailing Wage Bid**

***Work is to be performed M-F 8-5, if night and weekend work it will be at an additional cost**



PCCO #001

United Building Contractors Inc
PO Box 6039
Chico, California 95927
Phone: (530) 345-8455

Project: 25007 - Helen Wilcox New TTK Building
5737 Autrey Lane
Oroville, California 95966

Prime Contract Change Order #001: CE #003 - Added Scope @ Track

TO:	Palermo Union Elementary School District 7390 Bulldog Way Palermo, California 95968	FROM:	United Building Contractors, Inc. United Building Contractors, Inc.
DATE CREATED:	8/04/2025	CREATED BY:	Edgar Ibarra (United Building Contractors, Inc.)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:	Maria Campos	LOCATION:	
DESIGNATED REVIEWER:	Edgar Ibarra (United Building Contractors, Inc.)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	08/04/2025
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Prime Contract Helen Wilcox TTK
		TOTAL AMOUNT:	\$75,747.98

DESCRIPTION:
CE #003 - Added Scope @ Track
Per District Request-Install +/- 410lf of Concrete Curb at track, install baserock and Decomposed Granite.

ATTACHMENTS:
[CO Summary Sheet_Track Grading and Concrete.pdf](#)

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		Added Curb @ Track & Grading	\$75,747.98
Grand Total:			\$75,747.98

The original (Contract Sum)	\$5,285,338.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$5,285,338.00
The contract sum will be increased by this Change Order in the amount of	\$75,747.98
The new contract sum including this Change Order will be	\$5,361,085.98
The contract time will not be changed by this Change Order.	

REFERENCE #9



REQUEST FOR POTENTIAL CHANGE ORDER

Project Name:	Helen Wilcox New TKK	PCO No.	
Project Address:	5737 Autrey Lane	Reference RFI No.	
	Oroville Ca	Job No.	25007
Contractor Name:	United Building Contractors, Inc.	DSA File No.	
Contractor Address:	PO Box 6039	DSA Application No.	
	Chico, CA 95927	Date:	05/21/25

Subject: Per District Request-Installation of Concrete Curb @ Track. Baserock Bedding with Decomposed Granite @ Finish Track Surface

Subcontractor Performed Work

Subcontractor	Scope	Added Scope Description	QTY	Unit	Subtotal	M/U	Profit	Total Price
Rock Creek Construction	Concrete	Concrete Curbs-6"x6" Curb with #3 Rebar	1	ls	\$33,635.00	0%	\$0.00	\$33,635.00
			1	ls	\$0.00	0%	\$0.00	\$0.00
			1	ls	\$0.00	0%	\$0.00	\$0.00
			1	ls	\$0.00	0%	\$0.00	\$0.00
			1	ls	\$0.00	0%	\$0.00	\$0.00
			1	ls	\$0.00	0%	\$0.00	\$0.00
			1	ls	\$0.00	0%	\$0.00	\$0.00
Total Subcontractor Cost Breakdown					\$33,635.00		\$0.00	
SUBTOTAL W/ MARK-UP								\$33,635.00

Contractor Self Performed Work

Contractor	Scope	Added Scope Description	QTY	Unit	Subtotal	M/U	Profit	Total Price
UBC	Grading	Demo Remaing Curb, Rough Grade Track,Baserock Sublayer, Finish Decomposed Granite	1	ls	\$40,627.73	0%	\$0.00	\$40,627.73
Total Self Performed Cost Breakdown					\$40,627.73		\$0.00	
SUBTOTAL W/ MARK-UP								\$40,627.73

Credit for Deleted Work

Contractor	Scope	Deleted Scope Description	QTY	Unit	Subtotal	M/U	Profit	Total Credit
			1	ls	\$0.00	0%	\$0.00	\$0.00
			1	ls	\$0.00	0%	\$0.00	\$0.00
Total Credit					\$0.00		\$0.00	
Total Credit								\$0.00

GC Cost Summary Breakdown

SUBTOTAL PCO ESTIMATE COST				\$74,262.73
GC (UBC) Mark Up (0%) on Subs				\$0.00
Bonds & Insurance (2%)				\$1,485.25
Total Credit for Deleted Scope				\$0.00
TOTAL PCO ESTIMATE COST				\$75,747.98

			Subtotal						\$40,627.73
			Total Profit				0%		\$0.00
(G)	<u>Total Cost</u>								\$40,627.73
-									
(K)	<u>Additional Time Required</u>							10	Days
			Contractor Name: <u>United Building Contractors</u>						
			Date: <u>7/28/2025</u>						



Edgar Ibarra <edgari@unitedbuildingcontractors.com>

Fwd: helen wilcox track curb

Landon Call <landonc@unitedbuildingcontractors.com>
To: Edgar Ibarra <edgari@unitedbuildingcontractors.com>

Fri, Jul 25, 2025 at 10:57 PM

Edgar,
Please find cost below for Helen Wilcox track curb

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

Landon Call
Superintendent
United Building Contractors
530-413-3255

----- Forwarded message -----

From: **Bryan Henderson** <bryan@rockcreekconstructioninc.com>
Date: Fri, Jul 25, 2025 at 8:40 PM
Subject: helen wilcox track curb
To: Landon Call <landonc@unitedbuildingcontractors.com>

Landon,

For the curb around the track. Figuring 820 LF 6"x6" curb with a #3 bar running continuously, no grading, compaction or demo.

Figure \$ 33,635 for this work. I assume we can tailgate, if we need a pump add \$2500

Let me know if you need something official

Thanks for the opportunity

Bryan Henderson
Rock Creek Construction, Inc.
bryan@rockcreekconstructioninc.com
530.514.4868



----- Forwarded message -----

From: **Deborah Wacker** <DWacker@cde.ca.gov>

Date: Tue, Jul 22, 2025 at 12:21 PM

Subject: Palermo USD PSE Feedback

To: Kimberly Butcher <kbutcher@palermok8.org>

Kimberly,

I wanted to let you know that I have received and reviewed your recent Program Self-Evaluation (PSE) survey. While reviewing your submission, I was pleased to see that you successfully met 50% of the required percentage for both Classroom Assessment Scoring System (CLASS) and CLASS Environment observations and 100% by 2026. This is a significant achievement. **Congratulations** on your hard work and dedication!

It is clear that you successfully gathered all your Desired Results Developmental Profile (DRDP) data and thoughtfully aligned the results with your lesson plans; an essential step in making data-driven decisions to support child development. In addition, your use of DRDP Online to document and track your assessment efforts demonstrates a strong commitment to both organization and accountability. This comprehensive approach is a great achievement, and it speaks to the quality of your planning and implementation processes.

You successfully distributed a parent survey, thoughtfully analyzed the results, and used that information to plan and conduct activities that support both children's learning and development and the needs of their families. Additionally, incorporating the survey results into your annual self-evaluation process is a strong practice that demonstrates a meaningful commitment to continuous improvement and family engagement.

Your continued commitment to quality improvement is appreciated, and I look forward to hearing more about your plans for the upcoming year.

Sincerely,

Deborah Wacker, Child Development Consultant

California Department of Education

Early Education Division

Program Quality Implementation Office

Northern California

(916) 982-2168

dwacker@cde.ca.gov