

**ALUM ROCK UNION ELEMENTARY  
SCHOOL DISTRICT**

**BOARD OF TRUSTEES**



**Special Board Meeting**

**April 5, 2022**



**Tuesday, April 5, 2022  
SPECIAL BOARD MEETING AGENDA**

Type: SPECIAL BOARD MEETING  
Time: 6:00 pm  
Code: Special #16-21/22

The April 5, 2022, SPECIAL BOARD MEETING WILL BE CONDUCTED EXCLUSIVELY VIA CONFERENCE TELEPHONE AND THROUGH "ZOOM" VIDEO CONFERENCING. THE DISTRICT OFFICE AND BOARD ROOM WILL NOT BE OPEN AND AVAILABLE FOR THE PUBLIC TO ATTEND AND PARTICIPATE IN THE BOARD MEETING AT THE DISTRICT OFFICE. MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT IN REAL TIME IN OPEN SESSION THROUGH THE FOLLOWING MEANS:

1. Zoom - Live Board Meeting and use "Raise Hand" function to request opportunity to make a comment.

2. THE ZOOM MEETING CAN BE ACCESSED AS FOLLOWS:

Join Zoom Meeting <https://arusd-org.zoom.us/j/85885979804>

One tap mobile

+16699006833, Meeting ID: 858 8597 9804# US (San Jose)

Zoom Spanish Interpretation available- Zoom Instructions link [www.arusd.org/zoomesp](http://www.arusd.org/zoomesp). If you call in you will not be able to access this function.

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:

1. Live stream Youtube English Channel "AlumRock TV"

<https://www.arusd.org/alumrocktv>

In compliance with the Americans with Disabilities Act and Executive Order N-08-21, if you need Special Assistance, Disability-Related modifications or accommodation, including auxiliary aids or services, in order to participate in the Special Board Meeting of the Board of Trustees, please contact the office of the District Superintendent at (408) 928-6822 or by email at [maribel.carrillo@arusd.org](mailto:maribel.carrillo@arusd.org) immediately and the district will make reasonable arrangements to ensure accommodation and electronic accessibility to this meeting.

Members of the public shall have an opportunity to address the Board of Trustees on the agenda items identified below. (Government Code Section 54954.3)

**1. OPEN SESSION - CALL TO ORDER AND ROLL CALL**

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1.01 CALL TO ORDER/ ROLL CALL/LAND ACKNOWLEDGMENT- Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands; PLEDGE OF ALLEGIANCE -- PRESIDENT ANDRES QUINTERO.

**2. BUSINESS SERVICES--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)**

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2.01 Discussion/Approval of the Process for interviewing and selecting Bond Counsel firm.

2.02 Approve Addendum to Municipal Advisor Services Agreement Contract with Dale Scott & Co., Inc.

**3. INSTRUCTIONAL SERVICES--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)**

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3.01 Approve School Sponsored Field Trip List.

**4. CONSENT CALENDAR--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)**

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4.01 Approve Contracts for Professional Services -Firms/Organizations.

**5. ADJOURNMENT**

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5.01 President adjourns the meeting.

2.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

Date: March 25, 2022

To the Board of Trustees:

**Subject: Approval of the Process for Interviewing and Selecting Bond Counsel Firm**

**\*DISCUSSION/APPROVAL\***

Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: April 5, 2022  
Special Board Meeting

**Discussion/Approval**

2.01

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

APPROVED: \_\_\_\_\_ NOT APPROVED: \_\_\_\_\_ TABLED: \_\_\_\_\_

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

2.02

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES**

To the Board of Trustees:

Date: March 25, 2022

**Subject:** **Approve Addendum to Municipal Advisor Services Agreement  
Contract with Dale Scott & Co., Inc.**

**Staff Analysis:** On March 3, 2022, the Board of Trustees approved a contract between the District and Dale Scott & Co., Inc., for Municipal Advisor Services. The agreement is amended by adding the following additional services:

<i>Voter Survey Research</i>	\$10,000.00
<i>District Employee Survey Services</i>	\$ 0.00

**Recommendation:** Staff recommends that the Board of Trustees approve the addendum to Municipal Advisor Services Agreement Contract with Dale Scott & Co., Inc. in the amount of \$10,000.00.

Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Meeting: April 5, 2022  
Special Board Meeting

**Recommend Approval**

2.02

Agenda Placement

  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

March 30, 2022

Kolvira Chheng, Assistant Superintendent, Business Services  
Alum Rock Union Elementary School District  
2930 Gay Avenue  
San Jose, CA 95127

**Re: Alum Rock Union Elementary School District  
Addendum to Municipal Advisor Services Agreement**

Ladies and Gentlemen:

Dale Scott & Company ("DS&C") proposes to Alum Rock Union Elementary School District this first addendum to DS&C's *Agreement for Municipal Advisor Services* dated March 4, 2022, as presented in the attached Exhibit A. Upon the District's acceptance by signature below, the terms of this Addendum shall be effective as of the date written below, and shall be incorporated into the Agreement to the same extent as if set forth therein.

Except as set forth in this Addendum, the Agreements are unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Addendum and the Agreements, the terms of this Addendum will prevail.

Sincerely,

Accepted:



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Dale Scott  
President  
Dale Scott & Company

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Name:

Title:

Date:

**Exhibit A: First Addendum to Municipal Advisor Services Agreement**

Section 2 of the Agreement is amended by adding the following italicized language:

2.05 *Voter Survey Research. If so requested, design and draft a random survey of registered voters of the District, incorporating comments from the District, coordinating the gathering of data, and analyzing and presenting the results to the District. Specific information will include:*

- Overall performance of district
- Quality of education
- Quality of district facilities
- Perceived need for a bond issue
- Need for the funding of specific projects
- Willingness to raise taxes for bond

2.06 *Survey of District Employees. If so requested, design a survey of District employees to better understand their current housing condition and gauge their interest in below market rate rental housing provided by the District.*

Part 1 of Exhibit B of the Agreement is amended by adding the following italicized language:

- **Voter Survey Research:** *Should the District request DS&C to undertake voter survey research, the District shall pay DS&C a fee of \$10,000 per survey for preparation and analysis plus third-party data collection services billed at cost payable upon the completion of the survey.*
- **District Employee Survey Services:** *For District Employee Survey Services, the District shall pay DS&C a fee of \$0 (including expenses).*

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT  
2930 Gay Avenue, San Jose, CA 95127

3.01

Office of Superintendent of Schools

**ITEM REQUIRING ATTENTION - BOARD OF EDUCATION**

To the Board of Trustees:

Date: March 23, 2022

**Subject:** School-sponsored Field Trip List

**Staff Analysis:** Student field trips are an important component of the educational program. Field trips supplement and enrich classroom learning experiences and provide opportunities for students to relate their new learning to the outside world.

**Recommendation:** Staff recommends approval of out-of-county and overnight school sponsored field trips.

Submitted by: Sandra Garcia *SG* Title: Director of State and Federal Programs  
Approved by: Rene Sanchez *RS* Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:

Meeting: April 05, 2022  
Special Board Meeting

**Recommend Approval**

3.01

Agenda Placement

*H. Bauer*  
Hilaria Bauer, Ph.D., Superintendent

**DISPOSITION BY BOARD OF TRUSTEES**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_





## Alum Rock Union Elementary School District

# Field Trip Information Sheet

[illegible]

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue  
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS

Staff Analysis:

The following contract for professional services is being presented to the Board of Trustees for review and approval.

Recommendation:

Staff recommends approval of the following contract for professional services on the attached sheet(s). Contract details are on file in the Purchasing Office.

Prepared by: Maria J. Martinez *m.m* Title: Procurement Manager

Approved by: Kolvira Chheng Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Meeting: April 05, 2022

Recommend Approval

Special Board Meeting

*4.01*

Agenda Placement

*Hilario Bauer*  
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Tabled: \_\_\_\_\_

**Alum Rock Union Elementary School District**  
**April 05, 2022 Special Board Meeting**

**PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS**

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<b><u>DEPARTMENT</u></b>	<b><u>DATE OF SERVICE</u></b>	<b><u>CONSULTANT NAME</u></b>	<b><u>COST</u></b>	<b><u>PURPOSE</u></b>
Maintenance Ed Villarreal	04/01/22- 06/30/22	Bay Alarm Company	\$35,712.00	Provide overnight security patrol services seven days a week, from 10pm to 6am. Service provided on weekend and holidays as well. Coverage includes mobile and walking facilities districtwide. Funding: General



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · [www.arusd.org](http://www.arusd.org)

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To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Bay Alarm Company Service, 2021-2022

Date: March 22, 2022

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*Background:*

Due to frequent vandalism it is necessary for the District to provide overnight security patrol Seven (7) days a week during the hours of 10: PM to 6:00AM.

*Recommendation:*

Staff recommends that the Board of Trustees approve the contract with Bay Alarm Company in the amount of \$35, 712. 00 for the remaining of fiscal year 2021-2022.



# ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

## INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. \_\_\_\_\_

FROM: Maintenance (School/Dept.) VENDOR NO. 21721

Submitted by: Ed Villarreal, Director of MOT

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Bay Alarm Company

Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

Phone: ( 800 ) 610-1000 / 1-800-470-1000 Email Address: WWW.bayalarm.com

SSN: \_\_\_\_\_ or Fed I.D. #: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date April 1, 2022 end date June 30, 2022

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Overnight security patrol seven days a week, from 10:00pm - 6:00am. Services provided on weekend

and holidays. Coverage includes mobile and walking the facilities district-wide.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

     a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

  X   b. **Other:** \$ 35,712.00 (describe rate agreement) \$11,904.00 P/M remaining of FY 21-22

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	8140	35,712.00	<i>MW 3/20/2022</i>

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.
8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

**CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING**



www.bayalarm.com  
800-610-1000

## ALARM RESPONSE, PATROL AND/OR STANDING GUARD AGREEMENT

- ☐ 2335 Larkspur Ln., Ste A, Redding, CA 96002
- ☐ 2264 Goodyear Ave., Ventura, CA 93003
- ☐ 1590 S. Lewis St., Anaheim, CA 92805
- ☐ 1728 Standard Ave., Glendale, CA 91201
- ☐ 740 S. Rochester Ave., Ste D, Ontario, CA 91761
- ☐ 17111 S Broadway, Gardena, CA 90248
- ☐ 4883 Ronson Ct., Ste C, San Diego, CA 92111

- ☐ 9836 Kitty Ln., Oakland, CA 94603
- ☐ 5130 Commercial Cir, Concord, CA 94520
- ☐ 510 Myrtle Ave, Ste #102, S San Francisco, CA 94080
- ☐ 1016 Clegg Ct., Petaluma, CA 94954
- ☒ 491 Gianni St, Santa Clara, CA 95054
- ☐ 3819 Duck Creek Dr., Stockton, CA 95215
- ☐ 3475 Orange Grove Ave., N. Highlands, CA 95660

CALIFORNIA CONTRACTOR'S LICENSE NO. 880138

ALARM OPERATOR'S ACO LIC #28

☐ New System or Takeover ☐ New Owner ☒ Addendum-Alteration Addition ☐ Cancel Former Agreement-Alteration Addition

THIS AGREEMENT is made as of the signature date set forth below by and between BAY ALARM COMPANY, a California corporation (herein "BAY") and

User Name ALUM ROCK UNION SCHOOL DISTRICT

Address SEE ADDENDUM A City SEE ADDENDUM A Zip           

### Installation Price and Payment:

Total Installation Price: \$ 0.00  
(Plus Applicable Taxes to be billed separately)

Deposit Due Now: \$ 0.00

Balance Due upon:  
System Completion: \$ 0.00

MONTHLY SERVICE CHARGE: \$ 11,904  
Payable quarterly in advance.

### TYPE AGREEMENT:

- ☐ Residential
- ☒ Commercial

### TYPE OF COMMUNICATION:

- ☐ Monitored BAY System
- ☒ Non Monitored BAY System

### TYPE SERVICE:

- ☒ Outside Patrol Service

Patrol to Start:           

- ☐ Standing Guard Service

Guard to Start:           

- ☐ Alarm Response Service (CA Only)

- ☐ Knox Box for Agent

Alarm Response Service (CA Only) If Bay will be installing a Knox Box. Installation will begin approximately           . And will be completed approximately           . Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed.

### OFFICE USE ONLY

1. SERVICE FEE: The Alarm Response Service and/or Outside Patrol Service fee is payable quarterly in advance commencing as of the starting date shown above if Outside Patrol Service or will begin the date the system is operational for Alarm Response Service. Any partial month of service will be prorated. Payment is due within ten (10) days of the date of our invoice for service. We may impose a late charge of 10% per annum, but not more than the maximum permitted by California law, on all payments more than thirty days past due. **There is no finance charge or cost of credit associated with this Agreement.**
2. TERM: The original term of this Agreement is one (1) year commencing on the service starting date shown above or will begin the date the system is operational and **will automatically continue for successive one-year periods unless canceled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term.** We may increase the service fee for any renewal term by giving you not less than thirty (30) days prior written notice. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Termination or expiration of this Agreement does not affect any other agreement between Bay and you (e.g. alarm monitoring agreement), and such agreements will continue in full force and effect.
3. RECEIPT OF COPY: You state that you have received a complete copy of this Agreement including, for residential systems, two copies of the notice of cancellation form. All of the terms on the reverse side of this page and on all attachments are part of this Agreement. Read them before you sign below.
4. BAY'S LIABILITY/DISCLAIMER OF WARRANTIES: We do not represent or warrant that the services will prevent any loss by burglary, hold-up, fire or otherwise, or that the services will in all cases provide the protection for which they are intended. **You acknowledge and agree that: (a) our patrol and response officers do not have special arrest or law enforcement powers and may only act as an ordinary citizen,** and that we have made no representations or warranties, express or implied, as to any matter whatsoever, nor have you relied on any representations or warranties express or implied; and (b) you assume all risk of loss or damage to your premises or to the contents thereof. User understands and agrees that in the event user's property is locked, guarded or fenced, Bay has no liability of any nature whatsoever to attempt to enter the premises until and unless Subscriber shall provide Bay with access to the premises, which access shall include, but is not limited to, giving us keys or other barrier access. We shall not be obligated or required to enter any portion of Subscriber's property in which dangerous animals, as the same may be reasonably determined by our patrol officer in his sole determination, may be located. You acknowledge that you have read and understood all of this Agreement, particularly Paragraphs 10 and 11, which set forth Bay's maximum liability in the event of any loss or damage to you or anyone else. You acknowledge that you have discussed Paragraph 10 with our representative and understand that you may obtain a higher limitation of Bay's liability by paying an additional periodic charge. The terms and conditions contained on the reverse side of this Agreement are incorporated herein by reference and made a part hereof.

USER: \_\_\_\_\_

ALUM ROCK UNION SCHOOL DISTRICT

ADDRESS: \_\_\_\_\_

SEE ADDENDUM A

City: \_\_\_\_\_

SEE ADDENDUM A

Zip: \_\_\_\_\_

BAY ALARM AND/OR BAY ALARM CONTRACTED AGENT/S TO PROVIDE THE FOLLOWING SERVICES:

- ON SITE VEHICLE PATROL OF ARSD PROPERTIES PER LIST PROVIDED (SEE ATTACHED).
- PATROL WILL BE SEVEN DAYS A WEEK FROM 10PM-6AM.
- BAY ALARM AND/OR BAY ALARM CONTRACTED AGENT/S TO ALSO RESPOND TO BURGLAR ALARM ACTIVITIES (WHENEVER THE AGENTS WILL BE DISPATCHED BY THE MONITORING COMPANY).
- WHEN ALALRM ACTIVATION OCCURED, AGENT/S TO CONDUCT COMPLETE FOOT PATROL OF THE SITE AND LOOK FOR SIGNS OF BREAK IN OR FORCED ENTRY.
- RESPONSE TIME WILL HAVE A GOAL OF UP TO 30 MINUTES FROM GETTING THE DISPATCH CALL, HOWEEVR, THIS IS NOT GUARANTEED SINCE IT CAN DEPENDS ON TRAFFIC, CAR, ETC.
- AGENT/S TO CALL LOCAL PD TO ADDRESS INCIDENTS SUCH AS VANDILISM, BREAK INS, OR UNATHOURIZED PEOPLE ON SITE.
- AGENT/S TO NOTIFY DISTRICT PERSONNEL ON THESE INCIDENTS (DAILY PATROL WILL BE SENT).
- AGENT/S TO REMAIN ON SITE DURING THE GUARD SHIFT (BETWEEN 10PM TO 6AM) UNTIL LAW ENFORCEMET AUTHORITIES AND DISTRICT PERSONNEL HAVE RESPONDED. THERE IS NO ADDITIOANL CHARGE BETWEEN 10PM TO 6AM.
- AGENT/S TO BE DISPATCHED TO THE SITE AFTER OR BEFORE THE GUARD SHIFT, AGENT/S WILL BE COMING TO THE SITE THROUGH AGENT RESPONSE SERVICE AND WILL TRY TO FIND OUT IF THERE WAS A BREAK IN AT THE SITE.
- THE CHARGE IS \$50 PER RESPONSE AT THE NON-GUARD HOURS (6AM TO 10PM)
- DURING AGENT RESPONSE, AGENT WILL STAY ON SITE UP TO 20 MINUTES. EVERY ADDITIONAL TIME AFTER THAT WILL BE BILLED AT \$35 PER 30 MINUTES. THESE CHARGES WILL APPLY EVERY TIME AGENT/S ARE COMING TO THE SITE IN HOURS THAT ARE NOT THE HOURS OF THE STANDARD SERVICE (6AM TO 10PM) OR STAYING LONGER AFTER THE INCIDENT OCCURRED (FOR EXAMPLE - INCIDENT THAT STARTED AT 530AM BUT THE AGENT HAD TO STAY ON SITE UNTIL 630AM). IN THAT CASE, THE 1ST 30 MINUTES WILLLL NOT BE CHARGED, THE OTHER 30 MINUTES WILLLL BE CHARGED ADDITIONAL \$35).
- AGENTS TO RESPOND TO ALARM ACTIVATION CALLS FROM BOTH ARSD CONTRACTED ALARM COMPANY DISPATCHER AND DISTRICT PERSONNEL

AGENT RESPONSE HOURS: 6AM TO 10PM DAILY.

ON SITE GUARD HOURS: 10PM TO 6AM DAILY.

\* PLEASE SEE ADDENDUM A FOR THE COMPLETE LIST OF ARSD LOCATIONS ASSOCIATED TO THE SCOPE OF WORK ABOVE \*

STANDING GUARD

User desires no additional protection at this time, i.e. \_\_\_\_\_

If deposit is not received, Bay will schedule the contract work/service once the deposit is received. If final payment is not received upon completion of contract work, Bay may elect not to activate the service until final payment is received. You state that you have received a complete copy of this agreement. All terms on the following pages, including those limiting Bay's liability, and on all attachments are part of this agreement – read them before you sign all pages.

5. **SERVICES:** Bay will provide the services checked above as described below: (a) **OUTSIDE PATROL SERVICE:** Outside Patrol Service shall consist of marked response vehicles patrolling the patrol area on public streets on a random basis except when performing functions, which require the patrol officer to stop and leave the vehicle. If the patrol officer observes criminal activity, fire or other threats to your property, he will take appropriate prudent action, and if we deem it necessary, we will notify the local police or fire department or other emergency personnel, and the first available person on your emergency call list. You understand and agree that in the event your property is locked, guarded or fenced, we have no duty of any nature whatsoever to attempt to enter your premises until and unless you provide us with access to the premises, which access shall include, but is not limited to, giving us keys or other barrier access. We shall not be obligated or required to enter any portion of your property in which dangerous animals or other hazardous conditions, as the same may be reasonably determined by us, in our sole determination, may be located. You will provide us with a written emergency call list of persons to contact in the event of an emergency at your premises, and you will keep such list current by advising us, in writing, of any changes to it. (b) **ALARM RESPONSE SERVICE:** Bay shall provide twenty-four (24) hour-per-day, seven (7) days-per-week burglary alarm response. Upon receipt of notification from Bay's monitoring facility that an alarm has been activated at User's premises, Bay shall without warranty dispatch a Response Officer to User's premises. If the Response Officer observes an emergency condition at the User's premises, the Response Officer shall make every reasonable attempt without warranty to notify the appropriate public authority or User's designated representative of the condition. The Response Officer will conduct a perimeter visual inspection of the premises, but will not enter the premises. The Response Officer may or may not leave his vehicle in his sole discretion. The Response Officer shall not be required to attempt to apprehend, detain, or arrest any persons on or about the premises. They shall not be obligated to remain at the User's premises for more than thirty (30) minutes. For periods of time in excess of thirty (30) minutes, we shall charge User at its normal prevailing rates in (30) minute increments. The Response Officer shall observe and report any information he obtains (license number, description of suspect, etc.) to law enforcement.

(c) **STANDING GUARD SERVICE:** Bay shall provide security guards as requested by User. The guards provided will be state-licensed, uniformed and unarmed. The guard service will cover one guard during regular business hours (generally 7:00 AM to 7:00 PM) Monday through Friday (except state recognized holidays). The User may request and Bay may agree to a different beginning and ending time, Saturday, Sunday and holiday service, and additional guards, in which case the terms agreed upon by the parties will be provided in a schedule and attached to this Agreement. As agreed by the parties, this service may be provided in the form of foot patrols and/or vehicle patrols (unless otherwise agreed by the parties, any means of transportation including vehicles will be provided by Bay or Bay's contractor). Security guards are provided primarily to deter, observe, detect and report incidents in order to protect persons and property from theft, damage and unlawful activity on the User's premises. If the guard officer observes an emergency condition at the User's premises, the guard officer shall make every reasonable attempt without warranty to notify the appropriate public authority or User's designated representative of the condition. The guard officer shall not be required to attempt to apprehend, detain, or arrest any persons on or about the premises.

6. **SERVICES NOT INCLUDED:** Responding to panic, duress, holdup, domestic violence calls, medical or fire alarm signals from the User's premises are excluded and are not part of the service.

7. **INVESTIGATION AND ARREST BY BAY:** You authorize our patrol officers and response officers to investigate any circumstances pertaining to your premises property which in the patrol or response officer's opinion appears to be suspicious. You authorize our patrol and response officers to cause the arrest of any person or persons on or around the premises who are unauthorized by you to enter your premises during closed periods and to hold such person or persons until released by you, your known representative or police authority.

8. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** You understand that Bay may stop or suspend service if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the service operations or so severely damage your premises that continuing service would be impractical; (b) you do not pay the service charge due to us, after we have given you ten (10) days notice that we are canceling service because of non-payment, (c) we are unable to provide service because of some action or ruling by any governmental authority; or (d) you become a debtor in a bankruptcy proceeding. If service is canceled or terminated for any reason, you will permit us to enter your premises to remove all of our signs and decals from your premises. We may charge a re-establishment fee if service is suspended for non-payment.

9. **ASSIGNEES AND SUBCONTRACTORS:** We may transfer or assign this Agreement to any other patrol or response company. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may, without your prior consent, use subcontractors to provide Outside Patrol Services and Alarm Response Service, and this Agreement, particularly Paragraphs 10 and 11, shall apply to them and the services they perform, and protect them in the same manner as it applies to and protects us.

**10. BAY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** You understand that: (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you will provide any insurance on your premises, its contents and any life or health insurance; (c) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents; (d) the Outside Patrol Service and Alarm Response Service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed, or the economic or other damages you might suffer, if our service fails to operate properly; (f) it is difficult to determine, in advance, how fast the police or fire department or others would respond to a request for dispatch; (g) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our breach of this Agreement, our failure to perform or



our negligence. THEREFORE, YOU AGREE: Even if a court decides that our breach of this Agreement, our negligence, or a failure of the service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$1500.00 or 12 times the monthly service fee as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation: breach of contract, negligence, products liability or breach of warranty) is used to determine that Bay or assignees are liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability, instead of the liquidated damages referred to above, by paying an additional periodic service charge based on a graduated scale of rates. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that we are an insurer.

11. **THIRD-PARTY INDEMNIFICATION AND SUBROGATION:** If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this Agreement, (ii) a failure of the service, (iii) our negligence, (iv) any other improper or careless activity of Bay in providing the service or (v) a claim for indemnification or contribution, you will pay to Bay (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other loss and/or costs that we may pay in connection with the harm or damages. Your obligation to pay Bay for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release Bay from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim.

12. **LIMITATION ON LAWSUITS; REFERENCE:** Both Bay and User agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County, California, in accordance with the provisions of *Section 638, et seq. of the California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2 of the California Code of Civil Procedure*, as amended from time to time.

13. **ENTIRE AGREEMENT:** The entire and only agreement between you and Bay for Outside Patrol Service and/or Alarm Response Service is written in this Agreement. It replaces any earlier oral or written representations, understandings or agreements regarding Alarm Response Service or Outside Patrol Service. There will be no presumption against any party on the grounds that such party was responsible for preparing this Agreement or any part of it. It may only be changed by a written agreement signed by you (and, if married, your spouse) and us. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this Agreement is performed in California and shall be governed by the laws of California.

14. **BAY'S LICENSE:** Alarm Companies and PATROL OPERATORS ARE REGULATED AND LICENSED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814.

**CANCELLATION: (RESIDENTIAL ONLY) YOU, THE USER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT**

**BAY ALARM COMPANY**

**SEAN GHAFOURI**

Agent # **544346**

Sales Representative

Approval

Date

**USER:**

Authorized User's Signature

Signer's Name (Printed or Typed)

Date Signed

This Agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this Agreement signed by Bay's Manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

User: \_\_\_\_\_ ALUM ROCK UNION SCHOOL DISTRICT \_\_\_\_\_

User's Address: \_\_\_\_\_ SEE ADDENDUM A \_\_\_\_\_ City: \_\_\_\_\_ SEE ADDENDUM A \_\_\_\_\_ Zip: \_\_\_\_\_

## NOTICE OF CANCELLATION

\_\_\_\_\_  
Date of Transaction

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, and payments made by you under the Contract or sale and any negotiable instrument executed by you will be returned within ten (10) days following receipt by Bay of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Bay, at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instructions of Bay regarding the return shipment of the goods at Bay's expense and risk.

If you do make the goods available to Bay and Bay does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to do so, then you remain fully liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send telegram to Bay Alarm Corporate Office 5130 Commercial Circle, Concord, CA 94520. No later than midnight of \_\_\_\_\_, I hereby cancel this transaction.

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

User: \_\_\_\_\_ ALUM ROCK UNION SCHOOL DISTRICT \_\_\_\_\_

Address: \_\_\_\_\_ SEE ADDENDUM A \_\_\_\_\_ City: \_\_\_\_\_ SEE ADDENDUM A \_\_\_\_\_ Zip: \_\_\_\_\_

## NOTICE OF CANCELLATION

\_\_\_\_\_  
Date of Transaction

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, and payments made by you under the Contract or sale and any negotiable instrument executed by you will be returned within ten (10) days following receipt by Bay of your cancellation notice and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Bay, at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale, or you may, if you wish, comply with the instructions of Bay regarding the return shipment of the goods at Bay's expense and risk.

If you do make the goods available to Bay and Bay does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to do so, then you remain fully liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send telegram to Bay Alarm Corporate Office 5130 Commercial Circle, Concord, CA 94520. No later than midnight of \_\_\_\_\_, I hereby cancel this transaction.

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



5130 Commercial Circle, Concord, CA 94520

www.bayalarm.com

800-610-1000


USER NAME: ALUM ROCK UNION SCHOOL D **Addendum A**

Old Acct #: (if applicable)	New Lead #: or Acct #:	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Description of Work	Monthly Service Fee Per Site	Installation Charge Per Site	Deposit Per Site
		2999 RIDGEMONT DR, SAN JOSE, CA 95127	ADELANTE DUAL LANGUAGE ACADEMY TK-8		REFER TO PATROL AGREEMENT	\$ 476.16		
		1970 CINDERELLA LANE, SAN JOSE, CA 95116	ADELANTE DUAL LANGUAGE ACADEMY TK-K		REFER TO PATROL AGREEMENT	\$ 476.16		
		2475 VAN WINKLE LN, SAN JOSE, CA 95116	APTITUD COMMUNITY ACADEMY AT GOSS TK-6		REFER TO PATROL AGREEMENT	\$ 476.16		
		1970 CINDERELLA LN, SAN JOSE, 95116	ARBUCKLE ELEMENTARY TK- 5		REFER TO PATROL AGREEMENT	\$ 476.16		
		1300 TALLAHASSEE DR, SAN JOSE, CA 95122	CASSELL ELEMENTARY TK- 5		REFER TO PATROL AGREEMENT	\$ 476.16		

2000 KAMMERER AVE, SAN JOSE, CA 95116	CHAVEZ ELEMENTARY TK- 5	REFER TO PATROL AGREEMENT	\$ 476.16
3720 EAST HILLS DR, SAN JOSE, CA 95127	CURETON ELEMENTARY TK- 5	REFER TO PATROL AGREEMENT	\$ 476.16
1290 BAL HARBOR WAY, SAN JOSE, CA 95122	DORSA ELEMENTARY TK- 5	REFER TO PATROL AGREEMENT	\$ 476.16
1720 HOPKINS DR, SAN JOSE, CA 95122	FISCHER MIDDLE SCHOOL 6-8	REFER TO PATROL AGREEMENT	\$ 476.16
277 MAHONEY DR, SAN JOSE, CA 95127	GEORGE MIDDLE SCHOOL 6-8	REFER TO PATROL AGREEMENT	\$ 476.16
1680 FOLEY AVE, SAN JOSE, CA 95122	HUBBARD ELEMENTARY TK- 5	REFER TO PATROL AGREEMENT	\$ 476.16

		100 KIRK AVE, SAN JOSE, CA 95127	LINDA VISTA ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	\$	476.16		
		1711 E. SAN ANTONIO ST, SAN JOSE, CA 95116	L.U.C.H.A ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	\$	476.16		
		13901 NORDYKE DR, SAN JOSE, CA 95127	LYNDALE ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	\$	476.16		
		2050 KAMMERER AVE, SAN JOSE, CA 95116	MATHSON MIDDLE SCHOOL 6-8		REFER TO PATROL AGREEMENT	\$	476.16		
		3311 LUCIAN AVE, SAN JOSE, CA 95127	MCCOLLAM ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	\$	476.16		

		1824 DAYTONA DR, SAN JOSE, CA 95122	MEYER ELEMENTARY TK- 5		REFER TO PATROL AGREEMENT	\$	476.16		
		2800 OCALA AVE, SAN JOSE, CA 95148	OCALA MIDDLE SCHOOL 6-8		REFER TO PATROL AGREEMENT	\$	476.16		
		500 ROUGH AND READY RD, SAN JOSE, CA 95133	PAINTER ELEMENTARY TK- 5		REFER TO PATROL AGREEMENT	\$	476.16		
		1720 HOPKINS DR, SAN JOSE, CA 95122	RENAISSANCE ACADEMT 6-8		REFER TO PATROL AGREEMENT	\$	476.16		
		2050 KAMMERER AVE, SAN JOSE, CA 95116	RENAISSANCE AT MATHSON 6-8		REFER TO PATROL AGREEMENT	\$	476.16		

		2851 GAY AVE, SAN JOSE, CA 95127	RUSSO/MCENTEE ACADEMY TK-5		REFER TO PATROL AGREEMENT	\$	476.16		
		1241 MCGINNNESS DR, SAN JOSE, CA 95127	RYAN ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	\$	476.16		
		1721 E. SAN ANTONIO ST, SAN JOSE, CA 95116	SAN ANTONIO ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	\$	476.16		
		480 ROUGH AND READY RD, SAN JOSE, CA 95133	SHEPPARD MIDDLE SCHOOL 6-8		REFER TO PATROL AGREEMENT	\$	476.16		
<b>**READ ALL PAGES BEFORE YOU SIGN**</b>  <b>Authorized Signature:</b>   <b>Printed Name:</b> <u>ED Villalobos</u>						\$11,904.00	\$0.00	\$0.00	

Date: 3/28/22