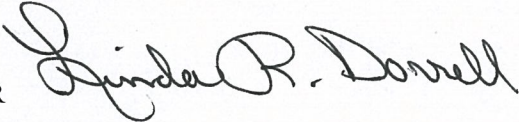

TULSA COUNTY
PURCHASING
DEPARTMENT

MEMO

DATE: MARCH 30, 2016

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: AGREEMENT-DLSS SYSTEMS, LLC

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF BUILDING OPERATIONS AND DLSS SYSTEMS, LLC FOR SECURITY SYSTEM EQUIPMENT.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

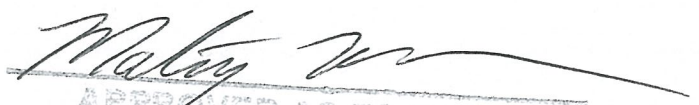
ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE APRIL 4, 2016 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY
DAN BELDING, DIRECTOR, BUILDING OPERATIONS

DLSS Systems, L.L.C. / P.O. Box 318 / Owasso, OK 74055 / (918) 232-4470
Terms and Conditions of Alarm Monitoring / Installation Services

1. By reference, the "Alarm Service Agreement and Schedule of Protection" is made part of this agreement between the parties.
2. The client named herein understands that DLSS Systems, L.L.C. is in the business of providing telephonic or radio frequency monitoring services for its clientele who have electro-protective/ digital systems at their places of business, homes, etc. The client understands that DLSS Systems, L.L.C. (herein after referred to as DLSS) must have on record basic information, and that DLSS, in performing its obligations under this contract, will rely solely on the information given by the client. Client agrees to update and make known to DLSS related information as it changes.
3. Client hereby represents that he/she/ they have contracted, or are about to contract, with DLSS for the installation of a protective system at premise owned by client and in connection with such installation has also requested 24 hour alarm monitoring services for said system. DLSS and client have entered into an agreement whereby DLSS will provide or sub-contract monitoring services for the client consisting of the following:
 - a. direct call response by experienced operators to an emergency condition until proper authorities are notified.
 - b. direct call response until at least 1 person on the call list has been notified.
 - c. such other services that may be agreed upon by the parties.
4. The client understands and acknowledges that in consideration for the services provided herein that he/she/ they will pay a monthly fee in the amount indicated on the front of this agreement. Payment for services shall be paid in advance on the 1st day of every month and that this notice shall be the only notice given for said payments hereafter. This agreement shall be for the term indicated on the front page of this agreement and shall automatically renew for successive terms unless notified in writing 30 days in advance and mailed certified to DLSS. Client acknowledges that DLSS may disable without notice any service that is more than 15 days past due. Monitoring services may also be disabled, at DLSS option, should the protective equipment or the premises of the client become so substantially disabled or damaged that further service is impractical, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service at either end, acts of God, or any other cause beyond the control of DLSS.
5. The client understands that DLSS's only obligation is to monitor signals from the clients, electro-protective system and respond to the signals when received. DLSS will make every reasonable effort to notify the telephone numbers of authorities whose numbers or names are written in the notification part of this agreement.
6. The client agrees to use its electro-protective/ digital system each every time there will not be a person at the client's premises. Before setting the system for use, client agrees they will test the system to see if it is in proper working order. The client has the obligation of informing DLSS when the system is not operating properly.
7. Client acknowledges that the electro-protective/ digital system is owned or leased by him and all responsibility for maintenance, repair, service, replacement or insurance of the system is solely accepted by the client and not DLSS. Unless agreed upon in writing, DLSS has no responsibility for the condition of function of the system.
8. Client understands that the signals from the electro-protective/ digital system which DLSS will monitor are transmitted over normal telephone lines to DLSS. Client also understands that DLSS cannot be responsible for any monitoring during periods when either client's or DLSS's telephone lines are not operable, or under any condition which would make it impossible to send a normal telephone call from the client's premises to DLSS's monitoring station.
9. DLSS cannot be responsible for losses or damages suffered by a client caused by:
 - a. Defects of deficiencies in the electro-protective/ digital system's owned or leased by client.
 - b. Delay in response time or failure to respond by any person or authority notified by DLSS according to this agreement.
10. It is also understood that although DLSS is being paid to monitor a system designed to reduce certain risks of loss or damage, DLSS cannot guarantee that loss or damage will not occur. DLSS is not an insurer against loss or damage. All insurance arrangements to cover loss or damage must be made and paid for by the client.
11. DLSS shall not be responsible for any fines, fees, charges or assessments imposed by any government authority or other persons in connection with false alarms from any equipment at the client's premises.
12. By agreeing to monitor the clients system, DLSS does not make any promise or representation, or express or implied warranty, that the client's system is fit for the protection service the client intends, nor that the protective services will in all cases provide the protection intended.
13. This agreement is to be governed by the laws of the State of Oklahoma.
14. LIQUIDATED DAMAGES: It is agreed that DLSS is not an insurer, insurance, if any, will be obtained by the client. The system is designed only to reduce risks of loss; and that the payments to DLSS required by this agreement are based solely on the value of the goods or services provided by DLSS and bear no relationship to the value of the client's property, or the value of other property located on the client's premises. It is not the intention of the parties that DLSS assume responsibility for any loss occasioned by malfeasance in the performance of DLSS's obligations under this contract or for any loss or damage sustained through burglary, theft, robbery, fires or other cause or any liability on the part of DLSS by virtue of this agreement or because of the relationship hereby established. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of DLSS by virtue of this agreement because of the relation hereby established, whether due to the negligence of DLSS or otherwise, such liability is and shall be limited to a sum equal in amount to ten percent (10%) of the amount paid to DLSS by client under the terms of this agreement, or \$250.00, whichever is the lesser, as liquidated damages and not as a penalty. This liability shall be complete and exclusive.

Client Initials _____


APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY