

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CML SECURITY

This Agreement is entered into this ____ day of _____, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and CML Security, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing maintenance and service support of the electronics and detention equipment at the County correctional facilities and Firearms Range.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Services
- Exhibit B - Payments and Rates
- Attachment I - § 504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **THREE MILLION FOUR HUNDRED FOURTEEN THOUSAND THREE HUNDRED FOURTEEN DOLLARS AND SIXTY-NINE CENTS (\$3,414,327.69)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. TERM

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JUNE 1, 2017** through **MAY 31, 2020**.

County shall have the option to extend the term of this Agreement, subject to availability of funding, for two (2) additional two-year periods to May 31, 2022 at the same monthly rate of \$94,842.44 for a total of an additional \$2,276,218.46 and to May 31, 2024 at the same monthly rate of \$94,842.44 for a total of an additional \$2,276,218.46. If County exercises this option, it will notify Contractor no less than 60 days prior to the expiration of the subject term of County's desire to continue to receive services. Any such renewals shall be governed by this Agreement and amendments hereto.

5. TERMINATION

This Agreement may be terminated by Contractor or by the Sheriff or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to

availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. CONTRACT MATERIALS

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. HOLD HARMLESS

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and

there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability\$1,000,000
- (b) Motor Vehicle Liability Insurance\$1,000,000
- (c) Professional Liability\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. NON-DISCRIMINATION AND OTHER REQUIREMENTS

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. RETENTION OF RECORDS; RIGHT TO MONITOR AND AUDIT

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. MERGER CLAUSE; AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. CONTROLLING LAW; VENUE

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Ginger Martinez, Management Analyst
San Mateo County Sheriff's Office
400 County Center, Redwood City, CA 94063
(650) 363-7819 | gbalkus@smcgov.org

In the case of Contractor, to:

Charles Howard
CML Security
400 Young Court, Unit 1, Erie, CO 80516
(303) 817-0889 | choward@cmlsecurity.us

18. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

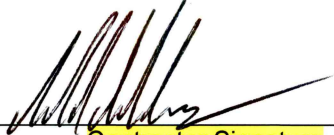
19. PAYMENT OF PERMITS/LICENSES

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR: CML SECURITY



Contractor Signature

June 1, 2017

Date

Michael Ryskeaa

Contractor Name (please print)

FOR COUNTY OF SAN MATEO:

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EXHIBIT A **SERVICES**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Contractor will furnish all necessary management, supervision, labor, engineering, materials, tools, supplies, replacement equipment, services, testing, warranty, maintenance and/or any other act or thing required to diligently and fully perform and complete maintenance services of the electronics and detention equipment described herein at the following Sheriff's Office facilities:

- 1.) Maguire Correctional Facility, 330 Bradford Street, Redwood City
- 2.) Maple Street Correctional Center, 1402 Maple Street, Redwood City
- 3.) Coyote Point Firing Range, 1601 Coyote Point Drive, San Mateo

B. Preventative Maintenance, Replacement & Support Services:

- 1.) Contractor will provide an on-site technician, Monday through Friday, from 7:00am to 4:00pm.
 - a.) Emergency calls will have a maximum of a four (4) hour response time, weather permitting, after normal business hours.
 - b.) Emergency Support: (855) 426-5792
- 2.) Spare Parts Inventory - maintain a complete spare parts inventory system at the facilities to include, but not limited to, the original bill of materials as per the original installation by Contractor.
- 3.) An electronic activity log of all activity performed on a daily basis by the onsite technician will be maintained and shared electronically between Contractor and Sheriff's Office. Sheriff's Office designee will review/approve log daily.
- 4.) Maintenance support schedules and routines will be submitted to the facility with notification and sign-off by a Sheriff's Office designee required upon completion.
- 5.) Annually
 - a.) Maintain software and hardware, including but not limited to the following licenses and access:
 - Bosch CCTV Licenses
 - Open Options Card Access
 - CML Interface License
 - Indusoft (operational)
- 6.) Semi-annually
 - a.) Maintain and adjust all detention doors, detention locksets, detention sliders, closers and door position switches due to normal wear and tear on detention openings.
 - b.) Conduct preventative maintenance within the manufacture's written maintenance procedures including but not limited to:
 - Adjustment
 - Lubrication
 - Replacement of any defective parts associated with detention openings.

- 7.) Every six (6) months
 - a.) UPS systems will be shut down and test will be coordinated and certified with the Sheriff's Office facilities. All UPS batteries will be certified and changed, if necessary.
- 8.) Each Month:
 - a.) Perform audit of access control permissions including permission levels. This audit will commence upon contract acceptance.
 - b.) All cameras tied to card access or other systems will be tested, verified and logged.
- 9.) Provide configuration support and diagnostics of the Ethernet Network located between all security electronics rooms and all control rooms. All communications occur over this Ethernet Link network.
- 10.) Control Centers and Touch Screens:
 - a.) Configure, troubleshoot, revise/change program design, and driver support of control centers touch screens.
 - b.) Technical support arising from any communication issues between local housing PLC and local touch screens.
 - c.) Programming of any operational, aesthetics, or any other minor changes (as requested by the facility).
- 11.) Conduct computer hardware maintenance and any related software version control specifically related to the Detention System Control. This includes but is not limited to:
 - a.) Indusoft HMI
 - b.) Omron CX Supervisor
 - c.) Eton Backup Systems
 - d.) Bosch NVR
 - e.) Harding Digital IC
 - f.) All firmware updates including camera systems
- 12.) Provide general hardware/software support, troubleshooting and diagnostics of the following:
 - a.) Inputs / Outputs
 - b.) Power supplies
 - c.) CPU
 - d.) Serial ports and switches
- 13.) Harding Network support changes and configurations will be performed by Harding certified Controls Engineers. Harding Network is comprised of multiple Harding intercom DCC's including multiple DCE's all residing on the security network.
 - a.) Provide communications log retrieval and analysis using DXL logger.
 - b.) Provide daily observation of all Harding DCC and DCE equipment and perform any necessary troubleshooting.
 - c.) Investigate any and all reports of intercom audio troubles daily to on-site technician.
- 14.) Indusoft configuration changes and upgrades performed by Indusoft Certified Controls Engineers including but not limited to:
 - a.) VB scripting changes to global procedures

- b.) Firmware upgrades and compatibility testing between Indusoft and Omron PLC's using Ometh driver syntax.
 - c.) Troubleshooting of system-wide communications issues.
- 15.) Omron PLC Logic changes, upgrades, and support which includes:
 - a.) Ladder logic revisions
 - b.) FINS Ethernet communications modifications to existing logic structure, including maintenance/troubleshooting of the Ethernet (FINS protocol) interface between the central PLC and the central Harding exchange.
- 16.) CCTV and HMI interface support (troubleshooting, configuration and changes) performed by Bosch and Indusoft certified technicians. The central PLC utilizes an Ethernet connection to the Bosch system. This connection switches all CCTV call-ups requests originated from any HMI.
- 17.) Bosch and disc array configuration and support performed by Bosch certified technicians, which includes but is not limited to:
 - a.) Upgrading firmware on all related equipment
 - b.) Camera title changes (when needed)
 - c.) Camera additions
 - d.) Time synchronizations
 - e.) Recording variations and verification of system wide cameras in use
- 18.) Support and configuration of Microsoft SQL alarming database will be performed by Microsoft SQL trained and certified Controls Engineers:
 - a.) Database archiving and general changes
 - b.) Transaction log routine maintenance
 - c.) Troubleshooting between Indusoft and the Server/Gateway
- 19.) Train authorized Sheriff's Office personnel on the proper operating procedures:
 - a.) CCTV operation for recording retrieval
 - b.) Alarm history reports
 - c.) Intercom logging reports (DXL Logger)
 - d.) Control Station Logger Data Bases
 - e.) CCTV sequencing and call up customization
 - f.) Control take over from all control stations
- 20.) Maintain a California Electrical Contractors license on record with the facility each year to ensure all work and maintenance changes and updates meet or exceed all local and state codes and regulations.
- 21.) Notify Sheriff's Office Operations Bureau designee of any reported technology issues and repairs relating to video, audio, RKP, hardware changes and software changes.
- 22.) Permissions/access to any system including desktops will only be granted by the Sheriff's Office designee. Common i.e. generic logons will not be acceptable for users or admins on desktops. Server configuration will be discussed with Sheriff's Office designee.

C. All services, maintenance, and materials shall be in strict accordance with the following manufacture's specifications:

Detention Security Hollow Metal Doors & Frames (Section 11 19 01):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Trussbilt	Detention Doors

Detention Equipment Hardware (Section 11 19 02):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Southern Folger	Detention Food Pass Locksets
Portland Hardware	Detention Hinges
Portland Hardware	Detention Pulls

Detention Pneumatic Head End System (Section 11 19 03):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Quincy	Compressors
Quincy	Air Dryers
Quincy	Reserve Tanks

Intercom and Paging System (Section 27 51 23):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Harding	Digital Communications Controller, Expanders & Amplifiers
Quam	Intercoms & Paging Speakers
Harding	Master Stations
Plantronics	Head Set
Harding	Foot Pedals

Equipment Enclosures (Section 28 05 01):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Middle Atlantic	Racks
Hoffman	Cabinets

Access Control System (Section 28 13 00):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Open Options	Card Reader
Open Options	Photo Badge Printer
Open Options	Photo Camera
Open Options	Badging Workstations PC's
Dell	Badging Workstation Monitors
Viewsonic	Systems Server
Dell	System Server Monitor
Open Options	Reader Interface Mods

Closed Circuit Television System (Section 28 23 00):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Bosch	Cameras (Fixed)
Bosch	Cameras (PTZ)
Dell	Work Station PC's
Viewsonic	Work Station Monitors
Bosch	Recording Equipment
Bosch	System Servers

Programmable Logic Control (Section 28 46 19):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Omron	Power Supplies
Dell	PC's
Omron	Input I Output Cards
Omron	Ethernet Cards
Omron	Back Planes
Phoenix	Interconnecting Cables
Omron	Programmable Logic Control (PLC)
Dell	System Servers

Touchscreen Graphical User Interface (Section 28 46 21):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Dell	PC's
ELO	Touch Screens
InduSoft	SCADA Software Licenses and Key's

Network Equipment (Section 28 46 30) (As it applies to the Security Control System Only):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Brocade	Network Switches

Uninterruptible Power Supply (Section 28 50 00) (As it applies to the Security Control System Only):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Eaton	UPS
Eaton	Disconnect Switches

Video Visitation System (Section 28 24 00):

<i>Systems/Manufacturer:</i>	<i>Description:</i>
Renovo	Video Visitation System

D. EQUIPMENT / SYSTEMS INCLUDED:

- 1.) All Security controls systems, head-end equipment, programming and functionality
- 2.) Security Control Systems Integration consisting of the following:
 - a.) Integration of elevator controls for elevators
 - b.) Non-contact phone controls
 - c.) JMS Interface
 - d.) Water control
 - e.) Lighting control
 - f.) Security Door Control System
 - g.) Security Intercom and Paging System
 - h.) IP CCTV System
 - i.) Video Visitation System, including:
 - Remote visitation capability
 - Minimum of 60 days of video storage
 - j.) Open Options Card Access System
 - k.) UPS backups and cabinets required for security systems only (*This UPS System is separate from the building UPS System*)
 - l.) Pneumatic door control compressors and dryers
- 3.) All security enclosures and equipment racks
- 4.) Security Electronics Program, including:
 - a.) All software, firmware and programming updates, as required by manufacturers
 - b.) Training for Sheriff's Office personnel on control systems covered in this Agreement.
Training will be conducted as determined by the Sheriff's Office.
- 5.) Additional services, requested by County, not included in this Agreement, shall be quoted on an as needed basis and shall be subject to itemized billing. The itemized billing shall separate labor, materials, travel, licenses, incidentals and other related expenses. If County requires or requests service on products not covered under this contract, the hourly rate will be charged to the County. The hourly rates will be negotiated yearly between Contractor and the County. Services proposed by Contractor that are not outlined in this Agreement must be pre-approved by County prior to the commencement of work.

E. SERVICES & SYSTEMS EXCLUDED:

1.) Services:

- a.) Repairs from damage due to:
 - Negligence, acts of God, riot, vandalism or abuse
 - Wind, water, fire, earthquake or lightning damage
 - Misuse, abuse or intentional damage to system
 - Equipment damaged by Inmates
 - Attempts to repair, troubleshoot systems, integrate or modify programming or systems by parties not authorized in writing by Contractor
- b.) Replacement of equipment due to settling of building, cracking or crumbling of concrete or CMU block

2.) Systems / equipment / hardware / software:

- a.) Detention furnishings, accessories, and toilet accessories
- b.) Security fasteners not related to the security electronic devices, detention door hardware, and detention doors
- c.) Television antenna system
- d.) CATV System
- e.) Deputy alarm system
- f.) Radio antenna system
- g.) Fire's 2-Way Voice Communication System
- h.) Grounding system
- i.) Telephone/ Data system
- j.) Smoke control system
- k.) Fire control system
- l.) Fire pump alarm
- m.) Stentofon Microphone System
- n.) Breaker panels and power panels that feed power to the security systems
- o.) JMS Software or equipment or other software packages such as legal or medical related.
- p.) Commercial doors and frames
- q.) Store front or aluminum doors and frames
- r.) Head-end controls for the following integrated systems:
 - Water control system
 - Lighting control system
 - JMS system
 - Inmate phones
- s.) Commercial hardware of any kind, exclusions include:
 - Lighting control system
 - Elevator control system
 - JMS system

- Inmate phones
- t.) Commercial hardware of any kind, exclusions include:
 - Electrified commercial lockset
 - Commercial power supplies for electrified locksets
 - Commercial locksets
 - Door position switches on commercial openings, overhead doors and gates
 - Hinges, pulls, closures, gaskets, stops
- u.) Equipment that Contractor may control but did not install (i.e. electric outlets, light fixtures, plumbing valves, commercial locksets, commercial DPS's, phones, etc.).
- v.) Building management systems, HVAC systems, lighting systems, plumbing systems, fire alarm systems, radio, inmate phone, facility phones, AV, environmental and other non-related security controls equipment and systems.
- w.) Other equipment, devices, software, firmware not specifically installed by Contractor.

EXHIBIT B
PAYMENTS & RATES

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. AMOUNT AND METHOD OF PAYMENT.

- A. County will pay Contractor at a **FLAT MONTHLY RATE OF \$94,842.44.**
- 1.) Monthly rate includes the cost of all replacement parts and equipment.
 - 2.) Additional services, requested by County, not included in this Agreement, shall be quoted on an as needed basis and shall be subject to itemized billing.
 - a.) Itemized billing shall separate labor, materials, travel, licenses, incidentals and other related expenses.
 - b.) If County requires or requests service on products not covered under this contract, the hourly rate will be charged to the County. The hourly rates will be negotiated yearly between Contractor and the County.
 - c.) Services proposed by Contractor that are not outlined in this Agreement must be pre-approved by County prior to the commencement of work.
- B. Invoicing Procedures.
- 1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
 - Agreement number
 - Time period covered
 - Detailed statement of services/work completed for the invoiced period
- C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$3,414,327.69.**

County shall have the option to extend the term of this Agreement, subject to availability of funding, for two (2) additional two-year periods to May 31, 2022 at the same monthly rate of \$94,842.44 for a total of an additional \$2,276,218.46 and to May 31, 2024 at the same monthly rate of \$94,842.44 for a total of an additional \$2,276,218.46.

County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

LARA LEE

Name of Contractor(s):

CML Security

Street Address or P.O. Box:

400 Young Court, Unit 1

City, State, Zip Code:

Erie, CO 80516

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

VICE PRESIDENT OF OPERATIONS

Date:

JUNE 1, 2017

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."