

Administering Agency: Nevada County Facilities Department

Contract No. _____

Contract Description: **Replace the existing security camera systems at various County locations**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of May 14, 2024 by and between the County of Nevada, ("County"), and ADT Commercial("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed \$ 600,667 Dollars (\$ Six hundred thousand, six hundred and sixty-seven dollars).**
3. **Term** This Contract shall commence on May 14, 2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2029. Upon expiration of the initial 5-year maintenance Extended Service Plan (ESP) County may request renewal pricing for annual maintenance by either multiyear or month to month payments. The County reserves the right to continue the Maintenance Plan with ADT or request competitive bids if determined in the best interest of the County
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy

available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract**

a. General

To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

b. Intellectual Property

i. Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Except as otherwise provided, Contractor, at its own expense, will defend, indemnify and hold County harmless from any claim made or threatened or any suit or proceeding brought against County insofar as it is based on an allegation that the Software furnished by Contractor under this Agreement infringes any copyright or patent in existence on the date the Software was initially provided to County, but only if County does all of the following:

1. notifies Contractor of that action in writing within a reasonable period of time (such that Contractor suffers no prejudice to its rights);
2. gives Contractor the right to control and direct the defense and settlement of that action;
3. makes no compromise, settlement, or admission of liability; and
4. provides reasonable assistance and cooperates in the defense of that action at Contractor's reasonable expense.

ii. Subject to the limitations set forth in this Agreement, Contractor shall pay any

resulting damages, costs and expenses finally awarded to a third party, including, but not limited to, reasonable legal fees, incurred as a result of the Software's infringement of a copyright or patent right. Contractor will have no responsibility for the settlement of any claim, suit, or proceeding made by County without Contractor's prior written approval.

- iii. If the Software is held to infringe, and the use of the Software is enjoined, Contractor, at its expense, will do one of the following:
 1. procure for County the right to continue using the infringing or potentially infringing Software;
 2. replace the infringing or potentially infringing Software with non-infringing software; or
 3. modify the infringing or potentially infringing Software so that it becomes non-infringing.
 4. If none of the foregoing remedies are commercially feasible, Contractor will return to County the initial license fee actually paid by County to Contractor under this agreement, and upon such a return, any licenses granted to County for the Software shall terminate immediately.

13. **Standard of Performance** Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on the County's premises, shall comply with the County's regulations regarding security, safety and professional conduct, including but not limited to Nevada County Security Policy (NCSP) 102 regarding data security.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at www.sam.gov. to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
21. **Financial, Statistical and Contract-Related Records:**
- 21.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and

records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

- 21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

22. **Term and Termination**

- a. The Term of this Agreement shall commence upon execution by both parties (hereinafter the "Effective Date") and shall continue until all Tasks and Deliverables have been completed by Contractor and Accepted by County unless terminated earlier in accordance with this section.
- b. Termination by County
- i. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and shall deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
 - ii. For Convenience: County may, by written notice stating the extent and effective date, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
 - iii. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may elect to immediately suspend payments or terminate the contract, or both, without notice.
- c. Termination by Contractor
- i. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Exhibit B, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

- ii. For Cause: Should County default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

d. Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

e. Return, Transfer and Removal of Data and other Assets

- i. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- ii. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee at no additional cost to the County.

f. Renegotiation Option: In view of the fact that it is unknown how long the products and services will be employed by County and that County will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, County and Contractor may renegotiate the contract upon mutual agreement of the parties in alignment with the CPI series ID PCU513210513210506 for Software maintenance, technical support, and other services related to software publishing or 3% whichever is less..

g. Effect of Termination: Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the system licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Agreement shall not affect the County's rights to the Software pursuant to Schedule B (License Agreement) provided that County has paid all Software license fees set forth in the

Schedule E and County is not in breach of any provision of this Agreement or the Schedules. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to Contractor within one (1) month after the termination date.

23. **Ownership of Data** County is and shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion, except for computer software which shall be owned or licensed as provided in this Agreement. Contractor shall not release any materials under this section without prior written approval of County.
No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as provided in this Agreement or except as determined at the sole discretion of the County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, data, documents or other similar materials prepared under this Agreement, except for the Software and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Agreement.
24. **Technology Life Expectancy** County understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to County under this Agreement or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the maintenance period covered by this Agreement, and at no additional cost to County, maintain the Software and Hardware and retain the minimum set of features and compatibility as provided in the initial implementation.
25. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.

29. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
31. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the “OMB Super Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
32. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
32. **Information Technology Security Requirements** This contract shall not shall be subject to Exhibit F, “Information Technology Security,” which is attached and incorporated by this reference. Contractor’s failure to comply with the requirements in Exhibit F is a material breach of this Agreement.
33. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all

written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

34 **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:

Nevada County
Nevada County Facilities Department
Address: 10014 N Bloomfield Rd
City, St, Zip Nevada City, CA 95959
Attn: Tim Horner
Email: tim.horner@nevadacountyca.gov
Phone: 530-265-1456

CONTRACTOR:

Name of firm
ADT Commercial LLC
Address 4384 Enterprise Place
City, St, Zip Fremont, Ca 94538
Attn: Mr Robert Helana
Email: roberthelana@adt.com
Phone: 925-381-0544

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or designee

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: ADT Commercial LLC.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____ Secretary _____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. [Schedule of Services](#)
 - B. [Schedule of Charges and Payments](#)
 - C. [Insurance Requirements](#)
 - D. [Additional Terms and Conditions](#)
 - E. [Liquidated Damages](#)
 - F. [Information Technology Security](#)
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EXHIBIT A

SCHEDULE OF SERVICES

Replace the existing security camera systems at 12 County Buildings with a new Hybrid Cloud system on the manufacturer "Salient" Hybrid Cloud VMS platform including labor and materials to install new camera video storage servers or cloud storage equipment, replace older cameras with new Axis cameras, re-use existing cabling and newer cameras, user training and 5 years of cloud storage and 5 years of full service maintenance for a fully functioning installation that meets identified functionality and retention expectations. Installation and maintenance to be done during normal business hours. The project shall include all the details from the RFP, RFP Attachments, RFP Worksheets and Addendums, including but not limited to:

Index:

- 1- Timeline
- 2- Locations
- 3 Installation
- 4 Equipment
- 5 Capabilities
- 6 Maintenance Plan
- 7 Training
- 8 Warranty
- 9 Change of Contract Time (Exhibit A-1)
- 10 Change of Contract Price (Exhibit A-1)

1) TIMELINE:

- 1.1 Pre-installation Coordination: ADT will collaborate with the designated county point of contact to determine and agree upon the installation start date.
- 1.2 Installation Start Date: This is the agreed-upon date when ADT begins the project. Specifics like time of day and initial steps should be detailed closer to the date.
- 1.3 Duration: The estimated time for project completion is 3 months from the start date. This encompasses all ADT responsibilities, including engineering and design, camera replacements, Server and switch installations, connections, programming, and update to site drawings. Any additional cameras being added to the buildings will be on a case by case basis.
- 1.4 Project Completion: At the end of the estimated 3 month period, ADT should have fulfilled all responsibilities, with the video system being operational and as per the county's requirements not including any extra work that may be added or unforeseen conditions which would involve a change order.
- 1.5 Post-Installation: Review and inspection to ensure all elements are working as intended. ADT and the county point of contact shall walk through the installations and discuss any final adjustments or instructions.

2) LOCATIONS AND TYPE OF SYSTEM:

- 2.1 Eric Rood Administrative Center, On-Prem (On Premises server).
- 2.2 NC Airport, Cloud (cloud-based storage)
- 2.3 District Attorney Bldg, On-Prem
- 2.4 North Pine, On-Prem
- 2.5 Helling Library, On-Prem
- 2.6 Brighton Greens, On-Prem
- 2.7 Crisis Stabilization Unit, Cloud
- 2.8 Operations Center, On-Prem
- 2.9 Penn Valley Library, Cloud
- 2.10 Grass Valley Library, Cloud
- 2.11 Truckee Joseph Center, Cloud
- 2.12 Crown Point, Cloud

3) INSTALLATION

- 3.1 The new camera system from ADT on the Salient platform is a nonproprietary system.
- 3.2 ADT will utilize the County Active Directory authentication system for assigning rights and roles and users to view and manage the system.
- 3.3 ADT will set up “partitions “in the new camera system. 1) General Users, 2) Sheriff
- 3.4 ADT will set up the current “users”, “administrators” and “super users” of the camera system, relative to the locations they currently are assigned to, in the new system, including into the proper “partition” creating a seamless experience for users and administrators.
- 3.5 ADT will connect any big screen monitors that are currently running on the camera systems to the new system.
- 3.6 Include tamper proof fastener screws on camera housing and do not include any means for unauthorized persons to tamper with cameras.
- 3.7 No banned hardware or software is allowed to be installed as a part of this new camera system. Refer to ND889. Companies such as Huawei Technologies or ZTE Corp or their subsidiaries or affiliates or any companies that are considered a security risk by the government of the United States under the International Emergency Economic Powers act or Defense Authorization Act, in a United States appropriation bill, an Executive Order, or listed on the US Department of Commerce’s Entity List will be included in this ban.

The Vendor will not provide any computer hardware or video surveillance hardware, or any components thereof, or any software that was manufactured, provided, or developed by a covered entity. As used in this paragraph, “covered entity” means the following entities and any subsidiary, affiliate, or successor entity and any entity that controls, is controlled by, or is under common control with such entity: Kaspersky Lab, Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any entity that has been identified as owned or controlled by, or otherwise connected to, People’s Republic of China or any company considered to be a security risk by the government of the United States.

- 3.8 In addition, bandwidth consumption is always a consideration, all state-of-the-art system design will integrate the concepts, technologies, and strategies to maximize network efficiency. The Project Plan shall include bandwidth optimization or streaming capability for live or recorded view as well as LAN/WAN optimization techniques such as caching, scheduled bulk upload, centralization, thumbnailing, etc.
- 3.9 Any new ethernet installation will be required to follow County Standard
- 3.10 County Ethernet Standards shall be used for installation work.
- 3.11 Specifications as described in RFP- Attachment C. Existing cabling to be used where possible.
- 3.12 ADT will assign a single project coordinator/Manager to oversee all elements of the installation.

4) EQUIPMENT

- 15ea M4216-LV - Varifocal 4 MP dome with IR and deep learning
- 59ea M4215-LV 2MP WDR Dome IP Camera with Deep Learning and Optimized IR, 3.5-6.6mm Varifocal Lens, White, Lightfinder
- 4ea M2036-LE 4MP Bullet IP Camera with IR, Outdoor rated
- 3ea M3077-Plve 360 Camera With Built In Microphones 6Mp Digital Ptz And Dewarped Views Lightfinder
- 3ea T94K01D PENDANT KIT
- 3ea T91B53 Telescopic Ceiling Mount
- 3ea M2035-LE 2 MP Bullet IP Camera with IR, Outdoor rated
- 4ea 2Mp Wdr Dome Ip Camera With Dlpu, 2.8Mm Fixed Lens (Replaces M3205-Lve)
- 8ea AXIS T 94S01P Conduit Back Box
- 8ea T91L61 Wall-and-Pole Mount
- 8ea P5655-E/Ptz/1080p/Wdr/X32/lp66
- 1ea P3267-LVE 5MP Fixed Dome IP Camera with IR, Outdoor rated
- 4ea P3265-LVE Fixed Dome Camera Outdoor HDTV 1080 2MP Vandal
- 10ea Q3536-LVE Dome Megapixel Outdoor 9Mm
- 4ea P3727-PLE Multidirectional 360 IR Camera, 8MP, Remote Zoom & Focus, Lightfind, WDR (Replaces P3717-PLE)
- 11ea AXIS SURV CARD 128 GB; 10 PK
- 5ea Surveillance Card 128 GB-High endurance micro SDX card
- 6ea GUARDSTATION QUAD INLCUDES 500
- 2ea NVR, Power 6Tb, 32 Channel, 1U Rack Mount W/Mouse & Keyboard
- 1ea POWER 16TB LP8TB 4GBRAM5YRWTY
- 1ea SALIENT SERVER
- 135ea *** (County of Nevada) *** Complete View 20/20 Enterprise Ip Camera License
- 1ea POWER PRO 24TB STORAGE
- 23ea Salient Complete-View Enterprise Subscription License
- 112ea One Year Software Maintenance Agreement for Complete-View Enterprise - per camera license
- 4000 Cat6 Penum Green 500Ft
- 4ea Long Reach EoC adaptor
- 1 ea 10 Port Unmanaged Ethernet/PoE over Coax

- 1ea Server, Salient, Power Ultra, PU580T3B, video storage w/ RAID-5, ERAC
- 1ea Server, Salient Power-Pro R, PP512T3B, video storage w/ RAID-5, DA
- 2ea Server, Salient, Power-Pro-R, PP524T3B, video storage w/RAID-5, Helling Library and North Pine.
- 1ea Server, Salient Power-Pro-R PP518T3B, Video Storage w/RAID 5, Brighton Greens
- 1ea Server, Salient Power-Pro-R PP540T3B, Video Storage w/RAID 5, CSU
- 1ea Server, Salient Power Ultra PU5132T3B, Video Storage w/ RAID 5, Ops Center
- 1ea Server, Salient, PS560T3B, Power Plus, NCOC, Video Storage config w/ RAID-5 - Ops Center
- 8 ea Switch, Aruba, 2R8N89A, 12 port POE at Airport, DA, North Pine, Brighton Green, PV Library, GV Library, Truckee Jos Cen, Crown Point.,
- 7 ea Switch. Aruba, R8N87A, 24 port POE, ERAC, Helling Library, CSU

5) CAPABILITIES

- 5.1 Ability to follow a subject (i.e. car or person) across multiple camera views – partially included, extra add on cost for 3rd party capability.
- 5.2 Event triggering notification, machine-learning capabilities that trigger physical changes in devices – included.
- 5.3 Advanced search including ability to find video through various attributes such as appearance- Included.
- 5.4 Ability to capture license plate number information; store and search with video data.- Included.
- 5.5 Ability to track objects and trace the path of the object over a map. Included.
- 5.6 Ability to count the number of people passing through a defined line or area, Available through 3rd party for additional costs.
- 5.7 Can detect and recognize faces and compare to stored information in database- Available through 3rd party for additional costs.
- 5.8 Ability to export a series of videos across multiple cameras following a subject, Included.
- 5.9 Queue, Crowding & Heat Mapping, Available through 3rd party for additional costs.
- 5.10 Ability to search and match point-of-sale transactional data to video recordings, Available through 3rd party for additional costs.
- 5.11 Video storage must have the capability to store video for 365 days. Video recording will be set on motion only recording.
- 5.12 Servers: Will have the RAID-5 technology for Hard Drives.
- 5.13 Cameras: to have very clear/ high resolution, properly rated for exterior use if installed outside, with tamperproof screws.

6) MAINTENANCE PLAN

- 6.1 The cost for the 5 year maintenance plan beginning May 14, 2024 is \$234,759.68.
- 6.2 ADT will utilize its certified service technicians from Ranch Cordova and Reno Service Centers for the installation and maintenance of the system.
- 6.3 ADT will assign a primary and alternate technician for maintenance to prevent new technicians sent out to perform maintenance who have no familiarity of the sites and no pre approved access into confidential areas.
- 6.4 ADT maintenance monitoring: ADT will setup the camera servers to send alarms out to ADT's in-house monitoring dispatch center and Nevada County assigned email accounts on the event of different systems needs including but not limited to: software or firmware update required on servers or cameras, server down, camera down.
- 6.5 ADT will utilize all state of the art tactics, techniques, methods and procedures to prevent any unapproved or unknown entities access into the camera system or other County computer systems that ADT is tied into through any actions that ADT makes. Serious diligence on the part of ADT technicians is expected when working on any component of the County network, on site or remotely.
- 6.6 The maintenance will include all required software and firmware updates to servers, cameras and switches. Remote access to Contractor provided equipment all activities will utilize County-provided secure remote connectivity.
- 6.7 ADT and County will perform an annual health check of installed system, plus additions and changes agreed upon by County and ADT, to ensure system continues to meet contracted agreement for goals of quality, capability, and 365-day retention. ADT will mitigate gaps in capability at no additional cost to the County.
- 6.8 All server and software updates to be managed by ADT.
- 6.9 **Response times:**
 - 6.9.1 Severe- within 4 hours, Severe Response: Involves immediate or very rapid response within four hours. Emergency situations might include camera failures in critical areas or during times of heightened security risk. Server down- respond within 4 business hours by phone to verify system is down and it is not a power outage
 - 6.9.2 Immediate- within 8 hours. Immediate Response: These response times are faster than standard response times but not as urgent as emergencies. Response is expected within the same business day. Priority response is for issues that impact security but are not immediately critical within 8 business hours to begin troubleshooting and scheduling for remote or on-site technician work.
 - 6.9.3 General repairs within 24 hours, General repairs: This is the typical response time for non-urgent issues. It may range from one business day to a few days.
 - 6.9.4 Scheduled Maintenance: Regular maintenance visits scheduled in advance to prevent issues before they occur. These may be weekly, monthly, or quarterly, depending on the needs of the system and the agreement between the parties.
- 6.10 The Extended Service Plan (ESP) includes full service repairs to the entire camera system at no charge, the program coverage include cost of parts and labor required to perform repairs to components due to ordinary wear and tear or equipment malfunction. ESP repairs occur during normal ADT business hours- 8:00am to 5:00pm Monday through Friday, except for ADT holidays.

6.11 EXCLUSIONS

Coverage includes system hardware and software components for parts sold and installed by ADT Commercial, excluding parts and labor for the items/conditions below:

- Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism, or any causes beyond ADT's control
- Customer failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions
- Telephone line / network malfunctions or modifications to customers commination service that render it incompatible with their System or with ADT Central Station receivers.
- Site power failure, power surge, or power turned off to devices.
- Connection to and interaction with Environmental/Lighting//HVAC system controls.
- Physical alterations to customers Premises or to their System or made necessary by damage to their Premises or their System.
- Requests to relocate or reprogram installed equipment.
- Battery replacement, cabling.
- Obsolete equipment/equipment no longer supported by manufacturer.
- Locks and locksmith work.
- Duct detectors connected to Fire Alarm system.
- Service required due to error by non-ADT personnel.
- Requested meetings with customer third-party vendor, or for inspection meetings required by third-party vendor.
- Lift equipment required to access device or labor for "lift spotter" as required by OSHA regulations.
- Customer failure to provide ordinary maintenance to their System or its components, or customer systems where anyone other than our authorized representative has performed service on their System
- Emergency service response required outside of normal operating hours.
- Customer must furnish the necessary electrical power through their meter at their expense to obtain extended services. Charges for non-covered repairs will be at current labor and material rates, including minimum visit and trip charge.
- Equipment covered under ESP will be repaired or replaced as required at the discretion of ADT.

7) TRAINING

7.1 ADT will provide user and administer training, at each site, for current users and administrators. A minimum of 10 users will be required for formal classroom in person training. On-Line self lead training is available for persons not available for in-person training (Approx 110 minutes).

7.2 ADT will provide a hard copy and a video training module that can be viewed by future users and administrators to include but limited to: log in, viewing cameras on the system they are assigned to, set up of personal viewing formats searching for incidents, saving incidents to a digital file, exporting incidents to other entities and standard versus encrypted digital files.

8) WARRANTY

- 8.1 The contractor warrants their new system for a period of 1 years. The maintenance plan will take up after the warranty expires.
- 8.2 The contractor warrants the storage capacity for the video servers will meet the 365 days of storage at the end of year one.
- 8.3 Warranty will begin at final commissioning.
- 8.4 All software and hardware have manufacturer warranties of 5 years.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County including but not limited to:

- Contract number
- Milestone of work being invoiced.
- Portion of the project complete
- Portion of the project remaining

Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County
Facilities Department
Address: 10014 N Bloomfield Rd
City, St, Zip Nevada City, Ca 95959
Attn: T. Horner
Email: Facilities@nevadacountyca.gov
Phone: 530-265-1262

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below.

Payment Schedule- Total cost for installation and setup not to exceed \$365,907

- 25 % of installation contract value upon contract acceptance
- 30% of Installation contract value at progress billing
- 30% of Installation contract value at substantial completion
- 15% of contract value at final acceptance

100% of maintenance and cloud storage costs (for 5-year extended service plan (ESP) maintenance and support term ending June 30,2029) at 30 days after final acceptance Not to exceed \$234,760

Upon conclusion of the 5-year maintenance Extended Service Plan (ESP) County may request renewal pricing for annual maintenance by either multiyear or month to month payments. The

County reserves the right to continue the maintenance plan with ADT or request competitive bids if determined in the best interest of the County

Additional Cameras and Cost

- Addition of one standard setup additional interior camera Cost \$2462
- Addition of one standard setup exterior camera Cost \$2664
- All new camera cost will include 5 years of maintenance or a prorated cost to include the maintenance for the remainder of the 5 year maintenance plan.
- Extra costs: For any new cameras requested over 9 feet above finish floor, over 300 feet away network connection, any interior, exterior or underground conduit needed or any new servers or changes to server size, extra costs and a detailed cost estimate will be provided.
- Above prices good for 6 months from contract start date.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (“ACH”). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability:** Insurance, with limit not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. **Technology Professional Liability Errors and Omissions Insurance:** Appropriate to Contractor’s profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - a. The policy shall include or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of County in the care, custody, or control of Contractor.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy

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Exhibit C

Professional Services Contract – Insurance Requirements

must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
9. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
11. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
13. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
14. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

1) CHANGE OF CONTRACT TIME

1.1 Change by Change Order

The contract time may only be changed by change order. A request for an extension or shortening of the contract time shall be based on written notice delivered by the party making the request to County promptly after the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered to County and shall be accompanied by the written statement that the adjustment requested is the entire adjustment to which the requesting party has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the contract time will be valid if not submitted in accordance with the requirements of this paragraph.

1.2 Contract Time May Be Extended

The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if the request is made therefor as provided in this Article. Such delays shall include, but not be limited to, acts of neglect by County or others performing additional work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

1.3 Delay and Price Change

All time limits stated in the contract documents are of the essence. There shall be no adjustment of contract price due to delays which are not caused by the County, including but not limited to delays for fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God and the acts of any other person or entity. The provisions of this Article shall not exclude recovery for damages for delay which is caused by the County.

2) DELAYS IN COMPLETION OF THE WORK

2.1 Notice of Delays: Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, Contractor shall notify County in writing of the probability of the occurrence of such delay and its cause in order that County may take immediate steps to prevent, if possible, the occurrence or continuance of the delay or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of County at the time of their occurrence and found by County to have been unavoidable. The Contractor shall make no requests for extensions of time as to delay not called to the attention of County at the time of its occurrence.

2.2 Avoidable Delays: Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of County would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or Contractor's subcontractors.

2.3 Unavoidable Delays: Unavoidable delays in the prosecution or completion of the work shall include all delays which, in the opinion of County, result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the subcontractors and/or any suppliers. Delay in completion due to contract modifications ordered by County and unforeseeable delays in the completion of work or interference by other contractors employed by County will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the work.

3) EXTENSION OF TIME

- 3.1 Avoidable Delays: In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision. The County, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in County's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs but will not be assessed damages for the delay.
- 3.2 Unavoidable Delays: For delays which County considers to be unavoidable, the Contractor shall, pursuant to Contractor's application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays, in which to complete the contract. During such extension of time, neither extra compensation for engineering and inspection provided nor damages for delay will be charged to the Contractor.

4) CHANGE OF CONTRACT PRICE

4.1 Contract Price

The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the contract price.

4.2 Change by Change Order

The contract price may only be changed by a written change order. Any request for an increase or decrease in the contract price shall be based on written notice delivered by the party making the request to the other party prior to the commencement of any extra work. Said request shall state the exact nature of the request.

Data regarding any change shall be delivered by Contractor prior to commencing extra work and shall be accompanied by Contractor's written statement that the amount requested covers all amounts (direct, indirect and consequential) to which the Contractor is entitled as a result of the extra work to be done. If said request is granted, County will issue a written change order therefor. No request for an adjustment in the contract price will be valid if not submitted in advance and in accordance with this paragraph.

4.3 Determination of Change in Contract Price

The value of any work covered by a change order or of any request for an increase or decrease in the contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the contract documents, by application of unit prices to the quantities of the items involved (subject to the provisions regarding unit price work set forth below).
2. By mutual agreement, and if there is no mutual agreement, no. 3 directly below shall apply.
3. On the basis of the cost of the work determined as provided below plus a Contractor's fee for overhead and profit as provided below.

4.4 Cost of the Work

The term "cost of the work" means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the extra work required or permitted under a change order. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the project and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the work under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday

pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by County in writing.

2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless County deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to County. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to County, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by County, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to County who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.
4. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by County, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
 - d. Sales, consumer, use or similar taxes related to the work, and for which Contractor is liable, imposed by laws and regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the work or otherwise sustained by contractor in connection with the performance and furnishing of the work (except losses and damages within the deductible amounts of property insurance established by County), provided they have resulted from causes other than the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of County. No such losses, damages and expenses shall be included in the cost of the work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated below under Contractor's fee.
 - g. The cost of utilities, fuel and sanitary facilities at the site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
- i. Cost of premiums for additional bonds and insurance required because of changes in the work and premiums for property insurance coverage within the limits of the deductible amounts established by County in this contract.

4.5 Not Included in Cost of the Work

The term "cost of the work" shall not include any of the following:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in this contract or specifically covered above under costs of special consultants, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.
4. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the contract documents to purchase and maintain the same (except for the cost of premiums specifically covered above).
5. Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein.

4.6 Contractor's Fee

The Contractor's fee allowed to Contractor for overhead and profit shall be determined by a fee based on the following percentages of the various portions of the cost of the work:

1. For all allowable costs of the work incurred under the paragraphs dealing with payrolled employees and costs of materials and equipment, the Contractor's fee shall be fifteen percent;
2. For all allowable costs of the work incurred under the paragraph dealing with work done by subcontractors, the Contractor's fee shall be five percent; and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to Contractor on account of overhead and profit of all subcontractors shall be fifteen percent, for a total add-on of twenty percent.
3. No fee shall be payable on the basis of costs itemized under paragraphs dealing with special consultants, supplemental costs and/or costs not included in cost of the work.
4. The amount of credit to be allowed by Contractor to County for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee by an amount equal to ten percent of the net decrease; and
5. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change.

4.7 Cost Breakdown

Whenever the cost of any work is to be determined as set forth herein, Contractor will submit, in form acceptable to County, an itemized cost breakdown together with supporting data.

4.8 Cash Allowances

It is understood that Contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such subcontractors or suppliers and for such sums within the limit of the allowances as may be acceptable to County. Contractor agrees that:

1. The allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
2. Contractor's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the contract price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate change order will be issued to reflect actual amounts due Contractor on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

4.9 Unit Price Work

Where the contract documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the estimated quantity of each item as indicated in the contract documents. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by Contractor will be made by County. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Except for items shown on the bid sheet or in the specifications as "contingency" items where no additional amounts will be allowable, where the quantity of any item of unit price work performed by Contractor differs more than 25 percent from the estimated quantity of such item indicated in the contract documents and there is no corresponding adjustment with respect to any other item of work, and if either party believes that it has incurred additional expense or reduced cost as a result thereof, either party may make a claim for an increase or decrease in the contract price if the parties are unable to agree as to the amount of any such increase or decrease.

4.10 Final Pay Quantities

When the estimated quantities for a specific portion of the work are designated on the plans as final pay quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If such dimensions are revised, and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantities which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

When portions of an item have been designated on the plans as final pay quantities, portions not so designated will be measured and paid for in accordance with the applicable provisions of these specifications and the special provisions.

In case of a discrepancy between the quantities shown on the plans as final pay quantities and the quantity of the same item shown in the Engineer's Estimate, payment will be based on the final pay quantities shown on the plans.

EXHIBIT E

LIQUIDATED DAMAGES

35 Liquidated Damages

County and Contractor agree that damages to County due to Contractor's delay in timely providing services in accordance with the aforesaid Exhibit A and Contract Termination Date are impractical and difficult to ascertain. Therefore, a daily amount of **\$250** as Liquidated Damages shall be assessed against Contractor—not as a penalty, but as and for damages to County due to delays in providing services not in accordance with Exhibit A or later than the Contract Termination Date (herein "Delay"). County may offset Liquidated Damages against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

EXHIBIT F

INFORMATION TECHNOLOGY SECURITY

1. **Notification of Data Security Incident**

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. **Data Location**

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

3. **Data Encryption**

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. **Cybersecurity Awareness and Training**

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

SUMMARY OF CONTRACT

Contractor Name ADT Commercial LLC

Description of Services Replace the existing security camera systems at various County locations

SUMMARY OF MATERIAL TERMS

Max Annual Price: 600,667
Installation \$365,907
5- year Extended Service Plan (ESP) Cloud storage & System
Maintenance \$234,760

Contract Start Date: 5/14/2024 **Contract End Date:** 6/29/2029
Liquidated Damages: \$250.00 per day

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker’s Compensation (Statutory Limits)	Click or tap here to enter text.
Professional Errors and Omissions(\$2,000,000)	Click or tap here to enter text.
Cyber Security Liability (\$1,000,000)	Click or tap here to enter text.
Technology (\$1,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: C7 and C10, Ca Contractor
Lic # 1065604 , DIR# 1000586138

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Facilities Department

Address: 10014 N Bloomfield Rd
City, St, Zip Nevada City, CA 95959
Attn: Tim Horner
Email: tim.horner@nevadacountyca.gov
Phone: 530-265-1456

CONTRACTOR:

ADT Commercial LLC

Address 4384 Enterprise Place
City, St, Zip Fremont, Ca 94538
Attn: Robert Helena
Email: robert.helena@adt.com
Phone: 925-381-0544

Contractor is a: (check all that apply)

Corporation:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> LLC,	<input checked="" type="checkbox"/>
Non- Profit	<input type="checkbox"/> Corp	<input type="checkbox"/>		
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other	<input type="checkbox"/> Limited	<input type="checkbox"/>
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Db,	<input type="checkbox"/> Other	<input type="checkbox"/>
			Ass’n	

EDD Worksheet Required

Yes No

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit E: Liquidated Damages
Exhibit B: Schedule of Charges and Payments	Exhibit F: Information Technology Security
Exhibit C: Insurance Requirements	Exhibit G: Software Solutions Terms & Conditions
Exhibit D: Additional Terms and Conditions	