



RESOLUTION No. 15-506

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL PERSONAL SERVICES CONTRACT WITH ISI CONTROLS LTD/ARGYLE SECURITY FOR JAIL SECURITY SYSTEM MAINTENANCE AT THE WAYNE BROWN CORRECTIONAL FACILITY

WHEREAS, one of the responsibilities of the Nevada County Sheriff's Office is to provide correctional services for the County; and

WHEREAS, the jail security system at the Wayne Brown Correctional Facility is a highly technical system of doors and locks that require regular maintenance to remain in good working order; and

WHEREAS, Argyle Security provides services to maintain jail security systems in optimal conditions, as well as providing emergency repair services on short notice; and

WHEREAS, the Sheriff's Office currently has money budgeted for these purposes and will request additional monies in the first quarter consolidated budget amendment for Fiscal Year 2015/2016 to cover any additional expenses that may arise for this account; and

WHEREAS, the Sheriff's Office wishes to enter a contract with Argyle Security to provide jail security system maintenance for the period November 1, 2015 to November 1, 2018, in a maximum contract amount of \$74,250.

THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors do authorize the execution of a personal services contract with Argyle Security to provide jail security system maintenance at the Wayne Brown Correctional Facility, in the maximum amount of \$74,250, for the period of November 1, 2015 to November 1, 2018.

Funding from 0101 20301 153 1000 520900

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of November, 2015, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____




Edward C. Scofield, Chair

11/10/2015 cc: Sheriff*
AC*(hold)

11/12/2015 cc: Sheriff*
ISICLtd
AC*(release)

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

ISI Controls Ltd/Argyle Security

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Security System Maintenance at the Wayne Brown Correctional Facility**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$74,250.00
(§3) **Contract Beginning Date:** 11/01/2015 **Contract Termination Date:** 11/01/2018
(§4) **Liquidated Damages:** \$0

INSURANCE POLICIES

Designate all required policies:

| | | Req'd | Not Req'd |
|------|--|---------------|---------------|
| (§6) | Commercial General Liability (\$1,000,000) | <u>X</u> | <u> </u> |
| (§7) | Automobile Liability (\$ 300,000) Personal Auto | <u> </u> | <u>X</u> |
| | (\$1,000,000) Business Rated | <u> </u> | <u>X</u> |
| | (\$1,000,000) Commercial Policy | <u>X</u> | <u> </u> |
| (§8) | Worker's Compensation | <u>X</u> | <u> </u> |
| (§9) | Errors and Omissions (\$1,000,000) | <u>X</u> | <u> </u> |

LICENSES

Designate all required licenses:

(§14) _____

NOTICE & IDENTIFICATION

| | |
|-----------------------------------|---------------------------------------|
| (§26) Contractor: | County of Nevada: |
| Argyle Security | 950 Maidu Avenue |
| 12903 Delivery Drive | Nevada City, CA 95959 |
| San Antonio, TX 78247 | |
| Contact Person: Darwin Katan | Contact Person: Lt. Alicia Burget |
| (210) 602-1935 | (530) 470-2757 |
| e-mail: dkatan@argylesecurity.com | e-mail: alicia.burget@co.nevada.ca.us |
| | Org Code: 0101 20301 153 1000 |

Contractor is a: (check all that apply)

| | | | | |
|--------------|-----------------------|----------------------|---------------------|--------------------------|
| Corporation: | <u> </u> Calif., | <u>X</u> Other, | <u> </u> LLC, | <u> </u> Non-profit |
| Partnership: | <u> </u> Calif., | <u> </u> Other, | <u> </u> LLP, | <u> </u> Limited |
| Person: | <u> </u> Indiv., | <u> </u> DbA, | <u> </u> Ass'n | <u> </u> Other |

EDD: Independent Contractor Worksheet Required: Yes X No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes X No

ATTACHMENTS

Designate all required attachments:

| | Req'd | Not Req'd |
|---|---------------|---------------|
| Exhibit A: Schedule of Services (Provided by Contractor) | <u>X</u> | <u> </u> |
| Exhibit B: Schedule of Charges and Payments (Paid by County) | <u>X</u> | <u> </u> |
| Exhibit C: Schedule of Changes (Additions, Deletions & Amendments) | <u> </u> | <u>X</u> |
| Exhibit D: Schedule of HIPAA Provisions (Protected Health Information) | <u> </u> | <u>X</u> |



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset 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.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating



(FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor 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 set forth herein at §§6, 7, 8, 9 and 10, 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 agreement, 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.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, 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.

Public Contracts

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 §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.



16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance 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:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.



Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said 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

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. 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 effective on the Beginning Date, above.

CONTRACTOR:


Name: Darwin Katan
Title: Vice President - Technical Services
& Sales

Dated: 10-08-15

COUNTY OF NEVADA:


Edward C. Scofield
Chairperson, Board of Supervisors

Dated: 11/10/15

ATTEST:

By: 
Julie Patterson Hunter, Clerk of the Board

APPROVED AS TO FORM:


By: 
County Counsel



EXHIBIT "A"
SCHEDULE OF SERVICES

Preventive Maintenance Plan

Annual Service Trip: 2 Technicians will be dispatched for 40 hours onsite to document and test each component on the system as they are installed and terminated within each field device cabinet and the distribution of control to each station. After the documentation has been charted and documented, the commission's report will be turned over to the facility to keep in their files as the master copy for Jail Commissions. A copy of the report will be with Argyle Security to keep on file for accurate documentation of the facilities condition.

After testing and reporting is completed, the technicians will have identified the areas needing service, repairs or replacement and then begin the triage to repair each noted component. If components are needed that are the responsibility of the facility, a list will be provided with pricing for their discretion on ordering and repairing as needed. If components are available then the technicians will install and replace while onsite during this Annual Maintenance plan.

Service as needed will be dispatched and performed based on a Triaged checklist based on a classification of Emergent, Non-Emergent or Regular Service Requirements.

Emergency Response Times and Services:

- 1) Emergencies are those problems that obstruct or seriously impair security, safety, or facility operations. Contractor will respond via telephone within one (1) hour from initial contact by County. The Contractor and County may perform remote troubleshooting and testing as directed by the Contractor. If initial troubleshooting does not resolve the issue, the Contractor or his designee shall respond to the County's facility within four (4) hours.
- 2) The Contractor shall response 24 hours per day, 365 days per year for the entire length of duration of the contract. Exceptions will be granted for catastrophic conditions beyond the Contractor's control. The Contractor shall make every effort to respond as soon as possible during such conditions.

Telephone Call Response – 1 hour

Onsite Response – 4 hours

Support Staff: Security Electronics/Detention/Tech Support

The Contractor will only send technicians versed in Security Electronic systems and Detention Services. They will provide (2) qualified Security Electronic Technicians who will be assigned as the Response teams. The Contractor will provide (2) qualified Detention Technicians, unless (1) technician is capable of handling issue.

A company call chart will be provided that identifies the Tech Support call numbers and emails for the requirements of the 1 hour, 4 hour and 24 hour response requirements.

The Contractor will perform all services without the need for Subcontractors.

System Reports

The Contractor will provide Commissioning Reports on the current Electronic Security systems operational and control status along with recommended changes, repairs and upgrades based on the results produced and a recommended Preventive Maintenance Program for devices and systems.

The Contractor will provide a detailed system status report to the facility including any anomalies and troubles found. Upon completion of the Commissioning System test the technician will perform minor

operation repairs within the facility on the components identified. Any component or devices found needing replacements or repairs will be documented in the report. Should the facility decide to replace or repair noted items, call or email a request for quote on equipment or repairs and installation. The report will also include recommendations for any additional services or upgrades.

The Contractor will provide end user manuals and administration manuals.

Testing and Verification

- Check, clean and test each Control Station on the system
- Check, clean and test the Administrative reporting computer
- Control and Operational Testing of the door control system (this does not include cleaning or repairing door and locking Hardware)
- Control and Operational Testing of CCTV switching systems and DVR configurations
- Control and Operational Testing of Intercom and Audio Paging systems
- Control and Operational Testing of Auxiliary Controlled Systems (lighting, TV, etc.)
- Test and Verify each Headend cabinet location for proper ventilation, (heat dissipation) and power circuit voltage levels (includes cabinet power supplies, circuits and fusing)
- Check and verify the PLC processors operations and controls
- Clean electronic components within the Equipment cabinets and enclosures
- Make minor repairs and adjustments as needed.

Staff Training

The Contractor shall provide basic training to selected Sheriff's Office staff to enable staff to work with the Contractor in performing remote troubleshooting and testing for emergency problems. Training shall be conducted at WBCF in conjunction with the first scheduled preventive maintenance visit. The Contractor will provide a training manual for staff.

Operational Requirements

1) Hours of Operation and Arrival/Departure at Facility

WBCF operates 24 hours per day, 365 days per year. Regular business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. The Contractor and any employees must check in with the Facility Manager, or his/her designee upon arrival at WBCF prior to beginning any service or work at the facility. The Contractor and employees must check-out with the Facility Manager, or his/her designee, prior to leaving the facility to discuss the work performed and/or pending needs.

2) Security Requirements

- a. All persons entering the WBCF shall meet the Sheriff's security clearance requirements. Contractor, its employees and any subcontractors will be issued identification cards that shall be properly displayed at all times. Weapons, drugs, alcohol, cell phones, iPads and electronic devices and other contraband are not permitted on jail grounds and all persons entering therein are subject to search. The Contractor authorizes the Sheriff to perform criminal and general background checks on personnel. The Contractor shall submit all additional information that may be requested in connection with the background checks. The security clearance will be completed by the Sheriff's staff at no charge to the Contractor or subcontractor. The Contractor and/or subcontractor will make its employees available to the County for the security clearance investigation. The Contractor, its employees and/or subcontractors will not be allowed inside the detention facility until the security clearance is completed.
- b. The Contractor will notify the Sheriff's Contract Manager within 72 hours of the termination of employment of any employee or subcontractor who has previously been granted a Sheriff's Office security clearance related to the subject work. During the time that the Contractor's employees and/or subcontractors are at the WBCF, they shall be subject to facility rules,



regulations and procedures, including searches and confiscation of items of contraband. The Contractor shall take immediate corrective action upon receipt of written or verbal notice that: (1) any employee has violated rules or regulations, or (2) an employee or subcontractor's actions while on County premises indicate that such employee or subcontractor may adversely affect facility security or the safety of personnel or inmates.

- c. The Contractor will notify the Sheriff's Contract Manager immediately upon becoming aware of any of the Contractor's employees/subcontractors having a relative in any California County jail or prison facility and/or of an arrest of an employee or relative on any misdemeanor or felony charges. The Contractor's employees/subcontractors shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's life, liberty, or disrupt detention operations.
- d. The Contractor and employees/subcontractors shall not pass or deliver any item or information to inmates or from one inmate to another inmate, nor accept or provide any gift from an inmate. All Contractor's employees, supplies and equipment utilized by the Contractor inside any Sheriff's Office detention facility, shall be subject to search and/or inspection by the Sheriff's Office without notice and at any time while inside any Sheriff's Office detention facility.
- e. The Sheriff reserves the right to terminate facility access for any reason.

3) Contractor-Furnished Items

The Contractor shall furnish all necessary labor, supplies, repair parts, materials, tools, equipment and transportation required for the safe and proper provision of required services. All materials, replacement parts, tools and equipment used by the Contractor shall be UL-listed or similarly rated by a certified laboratory, where such listing is available and applicable. In addition, all materials and replacement parts shall meet and/or exceed the quality of the replaced component. The Contractor shall maintain spare parts in a location suitable to meet the contractual requirements of turn-around time for repairs. All tools, equipment, parts and other paraphernalia used by the Contractor and employees/subcontractors shall, at all times, remain in the direct physical possession and control of the Contractor/employees/subcontractor and are subject to search at any time. Failure to adhere to these requirements by Contractor or subcontractor, such as leaving a tool in an inmate accessible area, will be considered a breach of security, and will result in actions as deemed necessary by the County.

4) Cleanup

Upon completion of the work, the Contractor shall remove all tools, equipment, trash and debris from the premises and leave the premises clean to the satisfaction of the Facility Manager. The Contractor will not use the County's dumpsters or trash compactors unless approved by the County. In the event the use is not approved, the Contractor shall lawfully dispose of all trash and debris at an appropriate disposal site.

5) Documentation

The Contractor will provide a written summary of all preventive maintenance and/or emergency service performed as well as any suggested or proposed work outside the scope of this contract. The summary shall be submitted to the Contract Manager within five (5) days of completed maintenance and/or emergency services.



EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

Rates and Pricing (Non-contract rates)

Regular Technician Rate: \$125.00/hr. (Mon-Friday 8am-5pm)

Overtime Technician Rate: (1.5X) \$187.50/hr.

Trip/Travel Rate: \$75.00/hr. travel

Per Diem: Hotel/Expenses/Meals = \$175.00 per day

Programmer: \$150.00/hr.

Parts: 10% on most parts purchased plus shipping. If it's an obscure part, 20% plus shipping.

Service Agreement Plan Pricing:

1st Year Service Agreement Rate: \$24,750.00

(Based on 1 Annual Service Trip and 3 Onsite Trips and 1 Emergent Service)

2nd Year Service Agreement Rate: \$24,750.00

(Based on 1 Annual Service Trip and 3 Onsite Trips and 1 Emergent Service)

3rd Year Service Agreement Rate: \$24,750.00

(Based on 1 Annual Service Trip and 3 Onsite Trips and 1 Emergent Service)

With a contract agreement any additional services will be at 10% off of Material and Labor.

Annual trip will be for (2) technicians (Electronic technician and Detention technician) to be onsite for 40 hours. If the technicians finish early, they may start repairing, servicing and/or adjusting as needed to get 40 hours of work completed.

3 Onsite Trips will be service calls for a technician to be onsite equal to 24 hours with travel and expenses included.

The 1 Emergent trip is for a maximum of 8 hours.

Payments

The Contractor will submit invoices to the County containing the date of service, service location, and services performed and time spent. Payments shall be due thirty (30) days after receipt by the County in order to allow adequate time for the Auditor to prepare payment.

The maximum amount of the contract shall not exceed \$74,250.00 without a contract amendment provided by the Sheriff's Office.