

**MASTER SERVICES AGREEMENT
BETWEEN THE COUNTY OF PLACER AND
SONITROL OF SACRAMENTO LLC**

CONTRACT NO: _____
DEPARTMENT: COUNTY EXECUTIVE OFFICE, PROCUREMENT SERVICES DIVISION
DESCRIPTION: ELECTRONIC SECURITY SOLUTIONS AND VIDEO SURVEILLANCE
SYSTEMS

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "County") and Sonitrol of Sacramento LLC, a limited liability corp., (hereinafter "Contractor", collectively "Parties").

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing electronic security solutions and video surveillance systems installation, maintenance, repair, and monitoring services on an as-needed basis.

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

1. Services

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

2. Payments

County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in the applicable document based on this Master Services Agreement. The scope of work and specific costs will be expressly identified on the purchase order for each specific project. The payment specified on the document shall be the only payment made to Contractor for services rendered pursuant for the specific engagement. Contractor shall submit all billings for said services to County in the manner specified herein.

County reserves the right to withhold payment if County determines the quantity or quality of the work performed is unacceptable. In the event County makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

The maximum value of this Agreement is \$1,200,000 for the contract term.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from July 1, 2021 to June 30, 2024.

4. Exhibits; Merger Clause; Amendments

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

- Exhibit A: General Scope of Services and Special Provisions
- Exhibit B: Task Order Payments, Rates and Monthly Fee Schedule
- Exhibit C: Task Order Facilities, Equipment and Other Obligations of County
- Exhibit D: Approved Sonitrol Agreement Documents
- Exhibit E: Signatory's Legal Authority [if applicable, see below]

This Agreement, including the Exhibits and Attachments, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. In the event that any term, condition, provision, requirement, or specification set forth in Exhibits A through C to this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in Exhibit D to this Agreement, the provisions of Exhibits A through C of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this agreement without cause by providing 30 days advance written notice to County. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. County may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or county funds by providing written notice to Contractor as soon as reasonably possible after County learns of unavailability of outside funding.

6. Relationship of Parties

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

Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind County to any obligation whatsoever.

7. California Labor Code Requirements

A. Prevailing Wage

(i) The Contractor and all subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker, as determined by Director of the State of California Department of Industrial Relations, are available from the County or on the internet at (<http://www.dir.ca.gov>).

(ii) The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

B. Registration:

(i) Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“**CPR(s)**”) to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations (“**DIR**”). Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

(ii) Contractor shall, and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the County that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any subcontractor to perform Work on the Project without first verifying the subcontractor is properly registered with the DIR as required by law and providing this information in writing to County. Contractor acknowledges that, for purposes of Labor Code section 1725.5, the services provided hereunder are a public work to which Labor Code section 1771 applies.

C. Hours of Work

(i) Eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any subcontractor on any subcontract under this Agreement shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

(ii) Contractor shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the work or any part of the work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement of the DIR.

D. Payroll Records

(i) In addition to submitting CPR(s) to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or any other applicable law, if requested by the County, Contractor shall provide to the County and shall cause each subcontractor performing any portion of the work to provide the County CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

(ii) All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- a. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
- b. CPRs shall be made available for inspection or furnished upon request to a representative of the County, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.
- c. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

(iii) The form of certification for the CPRs shall be as follows:

*I, _____ (Name-Print), the undersigned, am the _____
_____ (Position in business) with the authority to act for
and on behalf of _____ (Name of business and/or
Contractor), certify under penalty of perjury that the records or copies thereof
submitted and consisting of _____ (Description, number of
pages) are the originals or true, full, and correct copies of the originals which
depict the payroll record(s) of actual disbursements by way of cash, check, or*

whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: _____ Signature: _____
(Section 16401 of Title 8 of the California Code of Regulations)

- (iv) Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.
- (v) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the County, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor shall not be marked or obliterated.
- (vi) Contractor shall inform the County of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.
- (vii) In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to the County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- (viii) It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

E. Apprentices

- (i) Contractor acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
- (ii) Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- (iii) Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which they are employed, and shall be employed only at the work of the craft or trade to which they are registered.
- (iv) Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which they are training.

(v) Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Contractor and any sors employing workers in any apprenticeable craft or trade in performing any work under this Agreement shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

(vi) Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Contractor and any subcontractor may be required to make contributions to the apprenticeship program.

(vii) If Contractor or subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

a. Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and

b. Forfeit as a penalty to the County the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

(viii) Contractor and all subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

(ix) Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

(x) Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.

8. Hold Harmless & Indemnification

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "County" means Placer County or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Contractor shall save, keep, hold harmless, defend, and indemnify Placer County from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the Contractor, any of the Contractor's employees, or any subcontractors.

The Contractor shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against Placer County for any injury, death, or damage caused by Contractor as a result of work performed or completed, pursuant to this agreement, Contractor shall, at its own expense, satisfy and discharge any judgment.

As used above, the term Placer County means Placer County, its officers, agents, employees, and volunteers.

For any loss to County property, County agrees to limit Contractor's total liability to an amount not to exceed \$250,000. However, this limitation of Contractor's liability shall not apply if the loss arises due to the gross negligence or willful misconduct of Contractor, its employees, or agents. Willful misconduct shall include a deliberate act by an employee or agent of Contractor which directly results in a loss or which allows the loss to occur. If such gross negligence or willful misconduct occurs, Contractor shall defend, indemnify and hold harmless County and its directors, officers, agents, employees, volunteers, and guests, against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees or guests.

B. Intellectual Property Indemnification

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

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

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

issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

9. Assignability and Subcontracting

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

10. Insurance

Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A-: VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "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 the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- (i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Products and completed operations;
 - b. Contractual liability insuring the obligations assumed by Contractor in this Agreement; and
 - c. Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Contractor's work under the Contract.

- (ii) One of the following forms is required:
 - a. Comprehensive General Liability;
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).
- (iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a. One million dollars (\$1,000,000) each occurrence
 - b. Two million dollars (\$2,000,000) aggregate
- (iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:
 - a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - b. One million dollars (\$1,000,000) for Products Completed Operations
 - c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- (v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

(i) "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

(ii) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

(iii) "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 the County of Placer."

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Additional Insurance Requirements

(i) Premium Payments: The insurance companies shall have no recourse against the 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.

(ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

(iii) Contractor's Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

(iv) Verification of Coverage - Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(v) Material Breach - Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

(vi) Certificate Holder - Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. 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 Exigis via fax or email as indicated above.

11. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or county financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to County the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. Contractor shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

12. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or

subcontractors under this Agreement (collectively, “contract materials”) shall become the property of County and shall be promptly delivered to County. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

13. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination. County will follow-up and ensure that the Contractor takes timely and appropriate action on all deficiencies.

14. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the County’s operations which are designated confidential by the County and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify County of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any County confidential information.

Contractor may disclose County confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate County official; and (ii) a legal duty to protect the County confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold County harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to County confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by County shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the County’s actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from County.

15. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Consultant’s business, business records, and/or business systems by a third party, which access could

potentially expose County records, data, or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Consultant must notify County within 48 hours. Notice under this section must include the date of incident and Consultant's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its records, 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.

16. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal of the Contractor's employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.

17. Governing Law; Jurisdiction; Venue

The Parties enter into this Agreement in the County of Placer, California. The laws of the State of California shall govern its interpretation and effect. The parties agree that Placer County Superior Court is the proper venue for any dispute related to the Agreement.

18. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Brett M. Wood, Purchasing Manager
Address: 2964 Richardson Drive
Auburn, CA 95603
Telephone: 530-886-2122
Email: procurement@placer.ca.gov

In the case of Contractor, to:

Name, Title: Ron Files,
Address: 1334 Blue Oaks Blvd.
Roseville, CA 95678
Telephone: 916-724-1170
Email: rfiles@sonitrolsac.com

19. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

20. Licenses, Permits

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for County and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

21. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

22. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**SONITROL OF SACRAMENTO LLC
("CONTRACTOR")***

_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____

COUNTY OF PLACER ("COUNTY")

_____ Brett M. Wood, Purchasing Manager
Date: _____

_____ Signature
_____ Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

Approved as to Form Office of Placer County Counsel
_____ Date: _____

EXHIBITS:

- Exhibit A: General Scope of Services and Special Provisions
- Exhibit B: Task Order Payments, Rates and Monthly Fee Schedule
- Exhibit C: Task Order Facilities, Equipment and Other Obligations of County
- Exhibit D: Approved Sonitrol Agreement Documents
- Exhibit E: Signatory's Legal Authority [if applicable, see below]

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement and represents Exhibit D.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement and represents Exhibit D.

EXHIBIT A
GENERAL SCOPE OF SERVICES AND SPECIAL PROVISIONS

1.0 ASSIGNMENT OF WORK

Individual work assignments (task orders) will be awarded on an as-needed basis. Assignment of work will be made by soliciting informal proposals from Sonitrol of Sacramento LLC (hereinafter "Contractor") in accordance with the Master Service Agreement. Contractor will typically be required to provide, at a minimum: a proposed scope of work, description of materials, pricing, and changes to the monthly monitoring and maintenance fees, if applicable.

For task orders exceeding \$4,000, Procurement Services will issue a Purchase Order or Supplier Contract which references the terms and conditions of this Master Services Agreement and the firm's proposal, which shall be legally binding. Procurement Services will not issue purchase orders or supplier contracts for individual task orders not exceeding \$4,000. County Departments will issue their own internal purchase orders for task orders of \$4,000 and below.

The County makes no specific guarantee of a minimum or maximum number of labor hours or amount of services, which shall be required of the Contractor.

2.0 GENERAL SCOPE OF SERVICES

The general scope of services to be performed under this Master Services Agreement are described below.

A. Services:

Contractor shall furnish all labor, materials, tools, equipment, and transportation to provide electronic security and video surveillance system installation, alteration, upgrade, monitoring, maintenance, and repair services. Services shall be provided as described herein and in accordance with the detailed scope, materials, and quantities to be specified in the Sonitrol Agreement Documents for each Task Order.

B. Electronic Security Systems Covered:

Electronic security and video surveillance systems covered under this Master Services Agreement include existing and all future installed Sonitrol intrusion systems, panic/hold-up alarm systems, access control systems, video surveillance systems, and other related electronic security systems in County facilities located throughout Placer County, from Western Placer County through the Truckee/Tahoe region.

C. Exclusion:

This Master Services Agreement excludes Fire Alarm Monitoring Services.

D. Materials:

With the exception of existing systems or equipment relocated under the direction of the client department, all equipment and materials installed shall be new, unused, and not refurbished.

E. Electronic Security System Installation, Alteration, and Upgrade.

- Department Project Manager will contact Sonitrol and describe the electronic security system installation, alteration, or upgrade work to be done.

- Sonitrol shall schedule a meeting time with Project Manager to inspect the existing site conditions at the project site and discuss the work to be done.
- Sonitrol shall provide Project Manager with Approved Sonitrol Agreement Documents as described in Exhibit D to this Master Services Agreement detailing all work to be done, including all equipment to be removed and/or installed, installation costs, lift rental costs, and any monthly monitoring/maintenance fees.
- For task orders exceeding \$4,000, work shall commence only after Sonitrol has received a signed Purchase Order, Supplier Contract, Change Order or Amendment from Procurement Services.
- For task orders of \$4,000 and below, work shall commence only after Sonitrol has received Sonitrol Agreement Documents signed in accordance with section H below.

F. Electronic Security System Monitoring, Maintenance, and Repairs

- Contractor shall provide electronic security system monitoring, maintenance, and repair services.
- Electronic security systems billed a monthly fee shall be covered under monitoring and maintenance services.
- If a client department selects Platinum Service Guarantee, then the Contractor shall clearly state in its Sonitrol Agreement Documents that the electronic security system is covered under the Platinum Service Guarantee. Platinum Service Guarantee is described in Exhibit B of this Master Services Agreement. Electronic locks and door hardware are excluded.
- Repairs for systems not covered under Platinum Service Guarantee shall be billed in accordance with Sonitrol's current labor rates (prevailing wage).
- When requested by Procurement Services, Contractor shall provide information for all Placer County electronic security systems serviced by the Contractor. Information may include, but not be limited to: department names, systems locations, original installation dates, customer number, security system equipment, list of security systems covered under Platinum Service Guarantee, and monthly fees.
- County will pay for all monthly monitoring and maintenance service fees under an annual Supplier Contract, which is issued under this Master Services Agreement.

G. Platinum Service Guarantee (Full Service Coverage)

Contractor shall describe to the client department the benefits of Platinum Service Guarantee and the charges associated with this service. Departments may elect to add Sonitrol's Platinum Service Guarantee (full-service coverage) for any existing or new electronic security or video surveillance system. Platinum Service Guarantee shall include the services and guarantees as described in the attached Security System Fee Schedule, Exhibit B.

H. Execution of Sonitrol Documents

Approved Sonitrol Agreement Document:

Commercial Security System Agreement

System Detail Sheet

County Staff Authorized to Sign:

Only Procurement Services staff may sign this document.

Client Dept. will initial items 1 thru 9, and Procurement Services staff will sign the document.

Job Change Order	Procurement Services staff will sign this document. Signature or initials provided by the client department's project manager on this document serves only as an approval of the scope.
Addendum	Procurement Services staff will sign this document. Signature or initials provided by the client department's project manager on this document serves only as an approval of the scope.
System Maintenance Agreement	Procurement Services staff will sign this document if client department has selected the Platinum Service Guarantee option.
Sonitrol of Sacramento Billing Agreement	Client department's authorized fiscal approver will complete this document. Deposit and progress payment terms are subject to approval by the client department's authorized fiscal approver on a job-by-job basis. Procurement recommends against agreeing to deposit or progress payments for purchases deemed fixed assets by the Placer County Auditor.
Authorization Agreement for Pre-Authorized Payments	Client department's authorized fiscal approver will complete this document, if applicable.
Important Client Information	Client department will complete this document, not Procurement Services. Contractor shall contact the project managers or departments directly, and not Procurement Services, when updating this form.

3.0 SPECIAL PROVISIONS

A. Key Definitions

The definitions below are applicable to the Master Services Agreement and all exhibits attached hereto.

Approved Sonitrol Agreement Documents (Sonitrol Agreement Documents):
Standard Sonitrol agreement documents approved for use for all security system installations, alterations, upgrades, and maintenance and incorporated into and made a part of this Master Services Agreement. Approved Sonitrol Agreement Documents include: Sonitrol Client Agreement, Commercial Security System Agreement, System Detail Sheet, System Maintenance Agreement, Job Change Order, Addendum, System Maintenance Agreement, Sonitrol of Sacramento Billing Agreement, Authorization Agreement for Pre-Authorized Payments, and Important Client Information.

Authorized Fiscal Approver: County department staff with fiscal authority who may approve proposed deposit and/or progress payment terms on a job-by-job basis for installations, alterations, or upgrades of Sonitrol security systems in their respective departments.

Department: Any Placer County department or division.

Designee: Procurement Services staff (i.e. Senior Buyer or Buyer) authorized by the Placer County Purchasing Manager to sign Approved Sonitrol Agreement Documents on his/her behalf.

Electronic Security System (“Security System”): Includes existing and newly installed intrusion (burglary) alarm systems, panic/hold-up alarm systems, access control systems, video surveillance systems, and other related security systems in all County facilities located throughout Placer County. Security Systems exclude fire alarm systems and security systems currently maintained, owned, or monitored by other contractors.

Procurement Services: Placer County Procurement Services Division

Project Manager: County staff in any County department authorized to specify and approve a security system to be installed, altered, upgraded, or relocated and who is the main department point of contact for the Task Order.

Sonitrol Agreement: Sonitrol Client Agreement or Sonitrol Commercial Security System Agreement

- B. License Requirement** Contractor shall possess and maintain for the duration of the Agreement, a valid and current C-7 Low Voltage Systems license issued by the California Contractor's State License Board, for the type of work to be performed, an Alarm Company Operator license issued by the Bureau of Security and Investigative Services, and any other licenses necessary to accomplish the work.

D. Safety

(a) General Rule: The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the State Division of Industrial Safety, and to other rules of law applicable to the work.

(b) Additional Safety Provisions:

- (i) The services of the Project Manager in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the County responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.
- (ii) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.

- (iii) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.
- (iv) Nothing in this Agreement is to be construed to permit work not conforming to governing law. When Agreement Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.

11. Protection of Persons and Property

- (a) The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the County's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.
- (b) The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury to any pipes, conduits or other structures, crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Project Manager. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, the Contractor must comply with the laws and regulations of the County and the State relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

12. Workmanship All work shall be performed in accordance with the highest standards prevailing in the trades. All Contractor's employees shall be especially skilled and appropriately trained and certified in accordance with all applicable Federal, State and local laws, regulations and ordinances for the type of work for which they are employed.

13. Character of Worker If any person employed by the Contractor or any Subcontractor fails or refuses to carry out the proper directions of the County or its agents or acts in a disorderly or improper manner, such person shall be removed from the site immediately on the request of the County and such person shall not again be employed on the Work. Such removal shall not be the basis for any claim for compensation or damages against the County, or any of its officers or agents.

14. Authority of the Project Manager

- (a) The Project Manager is the representative of the County and has full authority to interpret the Agreement Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise

during the course of the work, and its decisions on these matters shall be final and conclusive. The Project Manager has the authority to reject all work and materials which do not conform to the Agreement Documents and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Project Manager's failure to stop the work shall not obligate the County to accept defective or otherwise unacceptable work or otherwise affect the Project Manager's or County's authority to reject work for any reason set forth in the Agreement Documents.

- (b) The Project Manager shall have the authority to make minor changes in the work, not inconsistent with the purposes of the work.
- (c) Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Project Manager.

15. Guarantee

- (a) In addition to warranties, representations and guarantees stated elsewhere in the Agreement Documents, and warranties offered by manufacturers, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace at its sole cost and expense, and to the satisfaction of the County, any and all materials which may be defective or improperly installed.
- (b) The Contractor shall repair or replace to the satisfaction of the Project Manager any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.
- (c) In the event of failure to comply with the above stated conditions within a reasonable time, the County is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and Project Managing, legal and other consultant fees incurred to enforce this section.
- (d) The signing of the Agreement by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect for a period of one (1) year after final acceptance of the work by the County.

16. County's Repair In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Agreement, the County may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable Project Managing, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the County from claims for payment made by the Contractor for work completed or remaining to be completed.

22. Approved Sonitrol Agreement Documents Approved Sonitrol Agreement Documents to be used under this Master Service Agreement include: Approved Sonitrol Client Agreement (Exhibit E), Approved Sonitrol System Detail Sheet (Exhibit F), Approved Sonitrol System Maintenance Agreement (Exhibit G), Approved Sonitrol Addendum (Exhibit H), Approved Sonitrol Job Change Order Form (Exhibit I), Approved Sonitrol

Important Client Information Form (Exhibit J), and Approved Sonitrol Billing Agreement (Exhibit K). It shall be the County department's responsibility to forward all Sonitrol documents to Procurement Services for the Purchasing Manager's or designee's signature. Contractor shall not commence work on any electronic security system installation, alteration, expansion, or upgrade, without a Purchase Order signed by the Purchasing Manager or designee.

With the exception of the Placer County Purchasing Manager's initials and signatures indicated on the Approved Sonitrol Agreement Documents included with this Agreement as exhibits, County signatures or initials provided on Sonitrol agreement documents for individual jobs shall not be construed as a notice to proceed with the work, or as acceptance of Sonitrol terms and conditions. A County Project Manager's signature or initials on Sonitrol agreement documents shall denote acceptance of the scope and specifications of the electronic security system to be installed, altered, expanded or upgraded only. County department project managers have the authority to approve specifications, but shall not have the authority to amend the terms and conditions of this Agreement, including its exhibits. The authorized fiscal approver(s) of a County department may approve or negotiate proposed Sonitrol deposit and progress payment terms on a job-by-job basis for installations, alterations, expansions or upgrades of Sonitrol electronic security systems in their respective departments, and execute the resulting Approved Sonitrol Billing Agreement.

23. **Purchase Orders and Supplier Contracts** Procurement Services will issue a Purchase Order or Supplier Contract for each electronic security system or video surveillance system installation, alteration, or upgrade ("task order") with a total cost exceeding \$4,000. Departments will issue Purchase Orders internally for each electronic security system or video surveillance system installation, alteration, or upgrade costing \$4,000 or less. No work shall commence unless the Contractor has received an executed Purchase Order or Supplier Contract with executed Sonitrol Agreement Documents. A countywide annual supplier contract will be issued to cover repairs and monthly service, monitoring and maintenance fees for all Sonitrol electronic security systems and video surveillance systems. The terms and conditions of the Master Services Agreement shall control over all purchase orders and supplier contracts awarded to the Contractor for electronic security system or video surveillance system installation, alteration, or upgrade. shall be Purchase orders and all purchase orders shall incorporate by reference, the terms and conditions of the Master Service Agreement and all of its exhibits.
25. **Initial Agreement Term and Renewals for Electronic Security System** For services, the initial term of the Sonitrol Client Agreement for an electronic security system installed, altered, expanded, or upgraded shall be five (5) years, but not more, commencing on the day service begins (the "Initial Term,") and will automatically renew for successive one (1) year terms, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless canceled by either party in writing at least thirty (30) days before the end of the Initial Term or any renewal term. Any proposed service rate increases for successive renewal terms must be approved by Procurement Services in writing and must include documentation justifying the increases. Cancellation or expiration of the Master Services Agreement shall automatically cancel all future and pending renewals of Sonitrol monitoring or maintenance agreements for existing individual electronic security systems.
26. **Amendments** Any changes to the Master Services Agreement and its exhibits shall be negotiated, and when mutually acceptable to the parties, shall be incorporated into the Agreement by Procurement Services' amendment or change order process. No monthly

monitoring/maintenance service rates shall be increased without prior written approval of Procurement Services.

27. **Relocation** In the event a department relocates its operations, Contractor shall provide a quote for cost to move the existing electronic security system to the department's new location, if requested by the department. The department may also elect to cancel monthly monitoring and maintenance services altogether without incurring liquidated damages upon 30 days email or written notice provided to Contractor.
28. **Cancellation of Services** Placer County reserves the right to terminate monthly monitoring and maintenance services for any individual electronic security system without incurring liquidated damages upon 30 days written or email notice provided to the Contractor.

EXHIBIT B TASK ORDER PAYMENTS AND RATES

PROJECT AUTHORIZATION

This MSA is for stand-alone projects up to \$400,000. Projects above this amount may be allowed with the concurrence of Procurement and/or the Board of Supervisors.

FEE SCHEDULE

The cost for each individual work assignment shall be quoted by the Contractor in accordance with the below Security Systems Fee Schedule, which shall remain firm for One Year from the award of this Master Services Agreement. Thereafter, the Consultant may request increases to the Security Systems Fee Statement not more often than annually. Fee increases shall not exceed the change in the California Consumer Price Index for All Urban Consumers (CPI-U) as published on the California Department of Industrial Relations website and calculated from the date of each security system's respective Sonitrol Agreement ("Client Agreement" or "Commercial Security System Agreement"), or the last approved change, whichever is later.



Security Systems Fee Schedule:

Sonitrol of Sacramento is proud to provide integrated security solutions for the County of Placer and all its affiliated departments. It's our honor to provide the highest level of system performance and reliability of the County's assets and facilities Sonitrol has been contracted to protect. We feel it is our responsibility and obligation to keep County leaders informed of the evolving security technology available to them through our ongoing consultation and deployment of strategic security solutions and enhancements.

Sonitrol's patented audio verification intrusion alarm technology has been an industry leader in performance and accuracy since the early 1960's. It's our dedication to verification, accuracy, and consistency that continues to drive our passion to be the leader in verified security still to this day 60+ years later.

Installation Services

Exclusive 5% discount off our installation labor rates for new projects (rate varies depending on current prevailing wage labor rate(s) as set by DIR)

Consultation & System Design Services

All security system design and consultation services are provided to the County of Placer at no charge regardless of the length of meeting(s) and/or frequency of these services leading up to an awarded contract.

Monitoring and Platinum Maintenance Fees

Monitoring fees are based upon the size of each system, number of devices on each system, and anticipated ongoing expense of maintaining our Platinum Service Guarantee for each system deployed. These fees go towards our monitoring center expenses, vendor expenses, cost of doing

business, and the ongoing requirement of maintaining an expertly trained staff to meet the demands of an ever-changing environment of evolving technology.

Platinum Service Guarantee

- Same day response on emergency service requests
- Unlimited remote troubleshooting and assistance on approved systems
- Lifetime replacement system components, loaner equipment provided when an offsite repair is required
- Lifetime labor to service, adjust, or repair security systems
- Inspections and periodic preventative maintenance of security systems
- After hours, on call emergency service 24/7/365
- Lifetime training & technical support
- All major version firmware & software updates
- Unlimited lift rentals for service repairs
- False alarm guarantee on Sonitrol intrusion alarm systems

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INVOICES

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Submit all invoices as directed by the project manager for each specific work assignment.

PAYMENT SCHEDULE

The County will make payment within thirty (30) days after the billing is received and approved by County or on a schedule as identified in the specific work assignment.

EXHIBIT C
TASK ORDER FACILITIES, EQUIPMENT AND OTHER OBLIGATIONS OF COUNTY

RESPONSIBILITY OF DEPARTMENTS

Departments shall be responsible for obtaining the necessary approvals prior to installation, alteration, or upgrade of electronic security and video surveillance systems.

Provide Sonitrol technicians with access to jobsite area.