

RESUBMITTAL
Indemnity Language Change Only

Contract #: 022-S1711

RUSH!

CONTRACT ROUTING SHEET

Date Prepared: April 28, 2016

Need Date: ASAP

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Linda Silacci-Smith *XS*
Phone: x5417
Department
Head Signature: *mp*

CONTRACTOR:

Name: Sonitrol of Sacramento
Address: 1334 Blue Oaks Boulevard
Roseville, CA 95678
Phone: (916) 724-1170

CONTRACTING DEPARTMENT: CAO - Facilities

Service Requested: Routine monitoring, maintenance and repair services and on-call maintenance and emergency repair services for the access control systems

Contract Term: 3 Years Contract Value: \$300,000.00

Compliance with Human Resources requirements? Yes: X No:

Compliance verified by: Approved – Julie Patton in HR – 03/29/16

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: Date: 4/29/16 By: *J. [Signature]*
Approved: Disapproved: Date: By:

See confidential memo.

EL DORADO COUNTY COUNSEL
2016 APR 29 AM 7:59

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 4-29-16 By: *[Signature]*
Approved: Disapproved: Date: By:

EDC HR/RISK
'16 APR 29 PM 02:59

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

CONTRACT ROUTING SHEET

Date Prepared: March 29, 2016

Need Date: April 15, 2016

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Linda Silacci-Smith
Phone: x5417
Department
Head Signature: _____

CONTRACTOR:

Telesonics, Inc. dba
Name: Sonitrol of Sacramento
Address: 1334 Blue Oaks Boulevard
Roseville, CA 95678
Phone: (530) 724-1170

CONTRACTING DEPARTMENT: CAO - Facilities

Service Requested: Routine monitoring, maintenance and repair services and on-call maintenance and emergency repair services for the access control systems

Contract Term: 3 Years Contract Value: \$300,000.00

Compliance with Human Resources requirements? Yes: X No: _____

Compliance verified by: Approved - Julie Patton - 03/29/16

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 4/18/2016 By: J. Sniferno
Approved: _____ Disapproved: _____ Date: _____ By: _____

RECEIVED

MAR 30 2016

EDC HR/RISK

10:20am

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 4-19-16 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

EDC HR/RISK

'16 APR 19 AM 11:04

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

**Telesonics, Inc.
dba
Sonitrol of Sacramento**

Monitoring, Maintenance and Repair Services

AGREEMENT FOR SERVICES #022-S1711

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Telesonics, Inc., a Colorado Corporation duly qualified to conduct business in the State of California, doing business as Sonitrol of Sacramento, whose principal place of business is 1334 Blue Oaks Boulevard, Roseville, California 95678 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide routine monitoring, maintenance and repair services and on-call maintenance and emergency repair services for the access control systems at various County-operated facilities for the Chief Administrative Office, Facilities Division; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, equipment, parts, materials, supplies and services necessary to provide routine maintenance including repair and monitoring services, and on-call maintenance and emergency repair services for the access control and CCTV/Intrusion alarm systems in various County-operated facilities. Routine maintenance including repair and monitoring services shall include, but not be limited to, repairs due to normal wear and tear; system adjustment and testing; remote monitoring to identify system irregularities or malfunctions; upgrades and updates to web-based programs for system management; and as-requested technical support and training for County staff managing systems. On-call maintenance and emergency repair services shall include, but not be limited to, maintenance and repair of access control equipment necessary due to damage or use beyond normal wear and tear.

Service locations shall include, but not be limited to, those facilities as identified in Exhibit A marked "Schedule of Fees, Service Locations and Invoicing Information", incorporated herein and made by reference a part hereof. In the event of a change in the locations to be serviced, the Contract Administrator will provide Contractor with a revised list of locations. When a new location is added, Contractor and the Contract Administrator shall mutually agree on the fee for the new location. Each such revised list shall be attached to this Agreement as an addendum. The effective date of the changes in locations shall be indicated on the revised list.

Routine Monitoring and Maintenance and Repair Services

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the routine maintenance, monitoring, and repair services to be provided under this Agreement. Contractor shall not commence work on any of the routine maintenance, monitoring, and repair services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for routine maintenance, monitoring, and repair services shall be mutually agreed upon by the Contract Administrator and Contractor in advance of the services.

On-Call Maintenance and Emergency Repair Services

For each on-call maintenance or non-emergency work assignment, Contractor will provide a written quote to the Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Contractor for each on-call maintenance or non-emergency work assignment identifying the specific site where the work will be performed, a description of the work, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any on-call maintenance or non-emergency work assignment performed prior to the issuance of the written Work Order.

For repair services work to be performed on an emergency basis, as determined by the Contract Administrator, authorization to perform the work necessary to ensure that property is protected may occur through verbal or email communication to Contractor. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to Contractor by a written Work Order issued by the Contract Administrator within seventy-two (72) hours of the verbal or email authorization. Contractor shall be available to provide emergency services seven (7) days per week, twenty-four (24) hours per day, and shall respond on-site to all emergency service requests within six (6) hours of the verbal or email authorization.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the term of July 1, 2016 through June 30, 2019.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A.

The total amount of this Agreement shall not exceed \$300,000.00, inclusive of all Work Orders, Costs, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole

option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XXIII – Default, Termination, and Cancellation**.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Child Support Compliance Act: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

ARTICLE VI

Prevailing Wage: County requires Contractor's services on public works project(s) involving local and/or state federal to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of the Chief Administrative Office, Facilities Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE VII

Apprentices: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this contract. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE VIII

Certified Payroll: As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

1. The payroll records shall show 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 Contractor or subcontractors in connection with the services provided under this Agreement.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
 - a. Make available or furnish to the employee or his or her authorized representative on request.
 - b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.

- c. Make 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 County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, 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.

ARTICLE IX

Contractor Registration: In accordance with California Labor Code Section 1771.1, 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.

The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations Section 16451. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

ARTICLE X

Records Examination and Audit Requirements: Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the various aspects of the Contract. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE XI

Payment of all Federal, State or City Taxes: Any federal, state or city tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

ARTICLE XII

Compliance with all Applicable Laws: Contractor shall conform to and abide by all federal, state and local building, labor, environmental and safety laws, ordinances, rules and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

ARTICLE XIII

Reporting Accidents: Contractor shall prepare and submit to County (within 24 hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

ARTICLE XIV

Workers' Compensation: Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Signed: *Randy S. [Signature]* Dated: 5/2/12

ARTICLE XV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XVI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE XVII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Facilities Division for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XVIII

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XIX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are

authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XXI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXIII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XXIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Chief Administrative Office
3000 Fairlane Court, Suite One
Placerville, California 95667

Attn: Russell Fackrell
Facilities Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Sonitrol of Sacramento
1334 Blue Oaks Boulevard
Roseville, California 95678-7014

Attn: Ronald S. Files
President

or to such other location as Contractor directs.

ARTICLE XXV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXVI

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778. However both parties agree that the above indemnities shall only apply to claims which arise while an employee of Contractor is on County's premises and where said claim is the direct and immediate result of the acts of

said employee. As respects all other claims, County agrees to limit Contractor's liability as follows:

County agrees that Contractor and Central Station are not insurers, that the payments provided for herein are based solely on the value of the systems and services to be provided and are unrelated to the value of the property located on County's premises. Insurance covering injury to persons or property must be separately obtained by County. County acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may result from Contractor's or Central Station's negligence or failure to perform any of the obligations created herein or the failure of the system to properly operate or the failure to properly monitor or respond to the system, with resulting loss or injury to County because of: (a) the uncertain amount or value of County's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service was intended to avert; (b) the uncertain nature of the personal injuries which might be suffered as a result of occurrences which the system of services was intended to avert; (c) the uncertainty of response time of police, fire department or emergency agency, should they be dispatched as a result of a signal being received from County's premises; (d) the inability to ascertain what portion, if any, of any loss would be legally caused by Contractor's or Central Station's failure to perform or by the failure of any part of the system to operate; (e) the limited nature of services provided by Contractor and Central Station. County understands and agrees that if Contractor or Central Station should be found liable to County for loss or damage due to failure of Contractor or Central Station to perform any obligations, including but not limited to the inspection of system components, or the failure of the system in any respect whatsoever, or the failure to properly monitor or respond to the system, or Contractor's or Central Station's negligence, Contractor's and Central Station's liability to County shall be limited to a sum equal to the total amount of six (6) monthly monitoring payments by County to Contractor or two hundred and fifty dollars (\$250.00), whichever is lesser, as liquidated damages and not as a penalty and this liability shall be exclusive. This section shall apply if loss or damages, irrespective of cause or origin, result directly or indirectly to persons or property from performance or nonperformance, or from the negligence of Contractor or Central Station.

ARTICLE XXVII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal

injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified herein below. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXVIII

Licenses: Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class C-7 Low Voltage Systems Contractor License, and a Class C10 Electrical Contractor License as required by the categories and types of work to be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXIX

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXX

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXXI

Guarantees:

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXXII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXXIII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXXV

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the

applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXXVI

California Residency (Form 590): All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXVII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXXVIII

Resolution of Claims: Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Contract shall be governed by the provisions of those sections.

ARTICLE XXXIX

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XL

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

ARTICLE XLI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.


ARTICLE XLII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XLIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

By:  Dated: 5/6/16
Russell Fackrell
Facilities Manager
Chief Administrative Office

Requesting Head Department Concurrence:

By:  Dated: 5/11/2016
Larry T. Combs
Chief Administrative Officer *ASSISTANT CAO*

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Mollie Purcell
Purchasing Agent
Chief Administrative Office
"County"

-- TELESONICS, INC.
dba
SONITROL OF SACRAMENTO --

By:  _____ Dated: 5/2/16
Ronald S. Files
President & Corporate Secretary
"Contractor"

EXHIBIT "A"
**SCHEDULE OF SERVICE LOCATIONS, FEES
AND INVOICING INFORMATION**

Service Location	Monthly Monitoring	Billing Information
3883 Ponderosa Road Shingle Springs Account #4ELD0029	\$77.00	Child Support Services 3833 Ponderosa Road Shingle Springs, CA 95682
515 Main Street Placerville Account #5029, 5029S2	\$145.00	District Attorney – Fiscal 515 Main Street Placerville, CA 95667
525 Main Street Placerville Monitoring Account #5030, 5029S2 Fire Account #A9-1820	\$240.00	District Attorney – Fiscal 515 Main Street Placerville, CA 95667
532 Main Street Placerville Account #4ELD0033	\$89.00	District Attorney – Fiscal 515 Main Street Placerville, CA 95667
2850 Fairlane Court, Building C Placerville Account #4ELD0001	\$273.00	Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667
330 Fair Lane, Building A Placerville Account #4ELD0011	\$143.00	Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667
330 Fair Lane, Building A Chief Administrative Office Placerville Account #4ELD0026	\$44.00	Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667
330 Fair Lane, Building A County Counsel Placerville Account #4ELD0025	\$50.00	Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667
360 Fair Lane, Building B Grand Jury Placerville Account #4ELD0034	\$25.00	Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667
360 Fair Lane, Building B Information Technologies Placerville Account #4ELD0030	\$75.00	Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667

EXHIBIT "A"
**SCHEDULE OF SERVICE LOCATIONS, FEES
AND INVOICING INFORMATION**

Service Location	Monthly Monitoring	Billing Information
360 Fair Lane, Building B Placerville Account #4ELD0006	\$65.00	Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667
3368 Lake Tahoe Boulevard South Lake Tahoe Account #4ELD0021	\$696.00	Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667
Animal Shelter Facility 6435 Capitol Avenue Diamond Springs, CA 95619 Account #5103	\$205.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
EDH Senior Day Care 990 Lassen Lane El Dorado Hills, CA 95762 Account #5048	\$129.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 9566
768 Pleasant Valley Road Diamond Springs Account #4ELD0032	\$489.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
3047 Briw Road Placerville Account #4ELD0027	\$440.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
3057 Briw Road, Suite A Placerville Account #4ELD0027	\$960.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
3057 Briw Road, Suite B Placerville Account #4ELD0027	\$314.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
345 Fair Lane billed as 2900 Fairlane Library Basement Placerville Account #4ELD0028	\$234.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667

EXHIBIT "A"
**SCHEDULE OF SERVICE LOCATIONS, FEES
AND INVOICING INFORMATION**

Service Location	Monthly Monitoring	Billing Information
929 Spring Street Placerville Account #4ELD0027	\$125.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
931 Spring Street Placerville Account #4ELD0032	\$199.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
935 Spring Street Placerville Account #5143	\$39.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
935A Spring Street Placerville Account #5231-S2	\$149.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
937 Spring Street Placerville Account #4ELD0027	\$130.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
941 Spring Street Placerville Account #4ELD0032	\$99.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
1360 Johnson Boulevard #103 South Lake Tahoe Account #4ELD0032	\$199.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
1900 Lake Tahoe Boulevard South Lake Tahoe Account #5169	\$199.00	Health & Human Services Agency Attn: Accounting 3057 Briw Road Placerville, CA 95667
345 Fair Lane Placerville Account #4ELD0005	\$160.00	Library Fiscal 345 Fair Lane Placerville, CA 95667
7455 Silva Valley Parkway El Dorado Hills Account #4ELD0014	\$41.00	Library Fiscal 345 Fair Lane Placerville, CA 95667

EXHIBIT "A"
**SCHEDULE OF SERVICE LOCATIONS, FEES
AND INVOICING INFORMATION**

Service Location	Monthly Monitoring	Billing Information
1323 Broadway Placerville Account #4ELD0003	\$147.00	Sheriff Accounting Office 300 Fair Lane Placerville, CA 95667
300 and 330 Fair Lane Sheriff Placerville Account #4ELD0003	\$317.00	Sheriff Accounting Office 300 Fair Lane Placerville, CA 95667
1360 Johnson Boulevard South Lake Tahoe Account #4ELD0003	\$168.00	Sheriff Accounting Office 300 Fair Lane Placerville, CA 95667
Georgetown Substation 6101 Front Street #4 Georgetown, CA 95634 Account #4ELD0003	\$92.00	Sheriff Accounting Office 300 Fair Lane Placerville, CA 95667

The monthly fees indicated in the above table are for Routine Maintenance and Repair and Monitoring Services and include all labor, parts and materials required to perform the monthly services.

Fees for On-Call and Emergency Repair Services		
Monday – Friday, 8:00 a.m. – 5:00 p.m.	Labor Billing Rate	\$110.00 per hour
All times other than listed above	Overtime Labor Rate	\$165.00 per hour

Parts and Materials for On-Call and Emergency Repair Services
Contractor's invoices shall itemize the parts and materials to be paid for by County and shall list the amounts being charged to County for same.