

SERVICE AGREEMENT

This Service Master Agreement ("Agreement") is dated 20 June, 2023 and is between the County of Fresno, a political subdivision of the State of California ("County") and each Contractor (each hereinafter referred to as "Contractor" and collectively as "Contractors") who is a signatory to this Agreement and identified in Exhibit A to this Agreement, which is attached hereto and incorporated by this reference.

Recitals

A. The County has a need for hardware components (including but not limited to software licenses and annual maintenance), emergency response and large-scale installation services for the Identiv-Hirsh Velocity access control system, which is the County's software management system that manages access control and security operations in most County facilities.

B. On February 1, 2023, the County issued a Request for Quotation (RFQ) No. 23-023 for Identiv-Hirsch Velocity (IHV) Access Control System, which closed on February 28, 2023.

C. Four (4) Contractors submitted a responsive bid to the RFQ ("Response"). The County evaluated each Contractor's response to the RFQ and due to the County's need for hardware components, emergency response and large-scale installation services all four Contractors were selected.

D. The County desires to enter into an agreement with each Contractor listed on Exhibit A in order to expeditiously provide the County's needs for hardware components, emergency response and large-scale installation services for Identiv-Hirsh Velocity access control system.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit B to this Agreement, titled "Scope of Services," and in accordance with the specifications, requirements, terms and conditions of the RFQ, and at the rates set forth in each

Contractor's response to the RFQ and shall be utilized based off of lowest cost and availability.

No Contractor shall be obligated for another contractor's performance under this agreement.

1.2 **Non-Exclusive Agreement.** This is a non-exclusive agreement. The Contractors agree that this Agreement does not constitute a guarantee or promise that any Contractor shall provide any certain amount of services to County under this Agreement. The County reserves the right to engage any Contractor under this Agreement, and to engage any other contractor for the same or similar services under any other agreement, or hire its own forces. By executing a signature page hereto, each Contractor becomes a signatory to this Agreement, and agrees that is party to this Agreement only with the County and is bound by its terms. No Contractor has any rights or obligations within respect to any other Contractor identified in this Agreement.

1.3 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.4 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities and Requests for Services

2.1 The County shall compensate the Contractors as provided in Article 3.

2.2 The County shall provide County representative(s) ("County Representative") to represent the County, who will work with each Contractor to carry out the Contractor's obligations in this Agreement. The County Representative(s) will be the County's Facility Services Manager, the Sheriff's IT Manager, or their designee.

2.3 **Requests for Services.** The County shall contact the Contractor via telephone and/or email when services are needed. Selection shall be based on the combination of overall cost and the response/timeframe estimate provided by the Contractor, which, in the sole opinion of the County, offers the best value for the County. Each Contractor must use its respective pricing provided in Exhibit C.

2.4 The service start and end dates must be approved and authorized by the County Representative(s) prior to commencement of any work. These periods may be extended at the sole discretion of the County Representative(s).

Article 3

Compensation, Invoices, and Payments

3.1 The County shall only provide compensation and payment to each Contractor for work authorized by the County Representative(s). The Contractor agrees that the inclusion on Exhibit A does not constitute a guarantee or promise that any Contractor shall provide any certain amount of work or services to the County under this Agreement. The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit C to this Agreement, titled "Compensation."

3.2 **Maximum Compensation.** The maximum compensation payable to the Contractors, collectively, under this Agreement is \$900,000.00 for the initial three-year term of this Agreement and an additional \$300,000.00, for each of the two potential one-year extensions for a total of \$1,500,000.00. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 **Invoices.** Each Contractor shall submit invoices referencing the Agreement number, the responsible County department, the date and name of the facility where the services were performed, a clear breakdown of services, labor, parts, etc. Each invoice shall be sent to the appropriate County department requesting the services

Internal Services Department	Sheriff-Coroner's Office
Attention: Business Office	Attention: Business Office – Account
333 W. Pontiac Way	Payables Org 31112425

Clovis, CA 93612

isdap-ar@fresnocountyca.gov

2200 Fresno St

Fresno, CA 93717

Sheriff.Payables@fresnosheriff.org

The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective retroactive to March 15, 2023 and terminates on March 14, 2026, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of Internal Services/Chief Information Officer, Sheriff-Coroner-Public Administrator, or their designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director of Internal Services/Chief Information Officer
7 County of Fresno
8 333 W. Pontiac Way
9 Clovis, CA 93612
10 isdcontracts@fresnocountyca.gov

11 and

12 Sheriff-Coroner-Public Administrator
13 County of Fresno
14 2200 Fresno Street
15 Fresno, CA 93721
16 Sheriff.contractors@fresnosheriff.org

17 **For the Contractor:**

18 See Exhibit A

19 5.2 **Change of Contact Information.** Either party may change the information in section
20 5.1 by giving notice as provided in section 5.3.

21 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
22 for or permitted under this Agreement must be in writing, state that it is a notice provided under
23 this Agreement, and be delivered either by personal service, by first-class United States mail, by
24 an overnight commercial courier service, or by Portable Document Format (PDF) document
25 attached to an email.

26 (A) A notice delivered by personal service is effective upon service to the recipient.

27 (B) A notice delivered by first-class United States mail is effective three County
28 business days after deposit in the United States mail, postage prepaid, addressed to the
recipient.

(C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

(A) Modify the services provided by the Contractor under this Agreement; or

(B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

- 1 (3) Submitted a substantially incorrect or incomplete report to the County; or
2 (4) Improperly performed any of its obligations under this Agreement.

3 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
4 County may terminate this Agreement by giving at least 30 days advance written notice to the
5 Contractor.

6 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
7 under this Article 6 is without penalty to or further obligation of the County.

8 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
9 6, the County may demand repayment by the Contractor of any monies disbursed to the
10 Contractor under this Agreement that, in the County's sole judgment, were not expended in
11 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
12 demand. This section survives the termination of this Agreement.

13 **Article 7**

14 **Independent Contractor**

15 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
16 agents, employees, and volunteers, is at all times acting and performing as an independent
17 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
18 venturer, partner, or associate of the County.

19 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
20 manner or method of the Contractor's performance under this Agreement, but the County may
21 verify that the Contractor is performing according to the terms of this Agreement.

22 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
23 right to employment rights or benefits available to County employees. The Contractor is solely
24 responsible for providing to its own employees all employee benefits required by law. The
25 Contractor shall save the County harmless from all matters relating to the payment of
26 Contractor's employees, including compliance with Social Security withholding and all related
27 regulations.
28

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 Survival. This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit E to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **10.3 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement or any record or data that the Contractor may provide to the
5 County. The County's public disclosure of this Agreement or any record or data that the
6 Contractor may provide to the County may include but is not limited to the following:

7 (A) The County may voluntarily, or upon request by any member of the public or
8 governmental agency, disclose this Agreement to the public or such governmental
9 agency.

10 (B) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose to the public or such governmental agency any record or
12 data that the Contractor may provide to the County, unless such disclosure is prohibited
13 by court order.

14 (C) This Agreement, and any record or data that the Contractor may provide to the
15 County, is subject to public disclosure under the Ralph M. Brown Act (California
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

17 (D) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as a public record under the California Public
19 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
20 with section 7920.200) ("CPRA").

21 (E) This Agreement, and any record or data that the Contractor may provide to the
22 County, is subject to public disclosure as information concerning the conduct of the
23 people's business of the State of California under California Constitution, Article 1,
24 section 3, subdivision (b).

25 (F) Any marking of confidentiality or restricted access upon or otherwise made with
26 respect to any record or data that the Contractor may provide to the County shall be
27 disregarded and have no effect on the County's right or duty to disclose to the public or
28 governmental agency any such record or data.

10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a

“Self-Dealing Transaction Disclosure Form” (Exhibit D to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.6 **Days.** Unless otherwise specified, “days” means calendar days.

12.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in

1 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
2 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
3 intent.

4 **12.9 Nondiscrimination.** During the performance of this Agreement, the Contractor shall
5 not unlawfully discriminate against any employee or applicant for employment, or recipient of
6 services, because of race, religious creed, color, national origin, ancestry, physical disability,
7 mental disability, medical condition, genetic information, marital status, sex, gender, gender
8 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
9 all applicable State of California and federal statutes and regulation.

10 **12.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
11 of the Contractor under this Agreement on any one or more occasions is not a waiver of
12 performance of any continuing or other obligation of the Contractor and does not prohibit
13 enforcement by the County of any obligation on any other occasion.

14 **12.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
15 between the Contractor and the County with respect to the subject matter of this Agreement,
16 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
17 publications, and understandings of any nature unless those things are expressly included in
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
21 exhibits.

22 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
23 create any rights or obligations for any person or entity except for the parties.

24 **12.13 Authorized Signature.** The Contractor represents and warrants to the County that:

25 (A) The Contractor is duly authorized and empowered to sign and perform its
26 obligations under this Agreement.
27
28

1 (B) The individual signing this Agreement on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Contractor to the terms of this Agreement.

4 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this Agreement
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and
20 satisfied the requirements of Government Code section 16.5, subdivision (a),
21 paragraphs (1) through (5), and agrees that each other party may rely upon that
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions
24 under it by electronic means and either party may sign this Agreement with an original
25 handwritten signature.

26 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

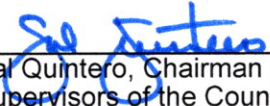
28 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

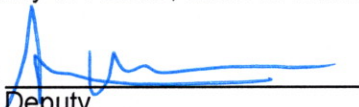
2 CONTRACTORS

COUNTY OF FRESNO

3
4 See Exhibit A

5 
Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

6
7 **Attest:**
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

8
9
10 By: 

Deputy

11 For accounting use only:

12 Org No.: 8935/31112425/31114008
13 Account No.: 7205/7308
14 Fund No.: 1045/0001
15 Subclass No.: 10000
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

List of Contractors and Signature Pages

Contractor Name	Contractor Notice Title	Contractor Address	Contractor Phone Number	Contractor Email Address
Access Systems, Inc. (ASI)	President	4947 Hillsdale Cir El Dorado Hills, CA 95762	(916) 941-8099	bherd@accesssystems.us
Johnson Controls Security Solutions	Premier Account Executive, Security Solutions	2788 Larkin Ave, Ste 101 Fresno, CA 93727	(510) 239-1187	Kenneth.castle@jci.com
Nobico Inc. dba Integrated Electronics	President	2576 N. Bundy Drive Fresno, CA 93727	(559) 458-7250	norm@ie-systems.com
West Coast Security, Inc.	CEO	541 Taylor Way, Ste 2 San Carlos, CA 94070	(800) 421-2585	james@wcsecurity.com

Exhibit A

The parties are signing this Agreement on the date stated in the introductory clause.

CONTRACTOR

Access Systems, Inc. (ASI)

Brandon Herd

Brandon Herd, President

4947 Hillsdale Cir
El Dorado Hills, CA 95762

Exhibit A

The parties are signing this Agreement on the date stated in the introductory clause.

CONTRACTOR

Johnson Controls Security Solutions

William T. King

William King, Area Security Leader,

California Management

2788 Larkin Avenue, Suite 101
Fresno, CA 93727

Exhibit A

The parties are signing this Agreement on the date stated in the introductory clause.

CONTRACTOR

Nobico Inc. dba Integrated Electronics

Norm Dimick

Norm Dimick, President

2576 N. Bundy Drive
Fresno, CA 93727

Exhibit A

The parties are signing this Agreement on the date stated in the introductory clause.

CONTRACTOR

West Coast Security, Inc.

James Brown

James D. Brown, CEO

541 Taylor Way Suite 2
San Carlos, CA 94070

Exhibit B

Scope of Services

Article B-1

General Requirements

- The Contractor shall provide all necessary labor, supplies, services, and equipment for all IHV access control systems, including but not limited to qualified labor, supervision, parts, tools, equipment, cleaning, transportation, and the establishment and maintenance of records. Maintenance records shall include repair and maintenance work performed and parts/materials used. All work shall be patterned after accepted commercial practices for routine IHV access control system maintenance, including availability for regular preventative maintenance and callout service on an as-needed basis.
- The Contractor shall provide all necessary maintenance, repair, and installation services in accordance with the current state adopted codes, service laws or ordinances, and all rules and regulations without additional expense to the County. All services shall comply with State, County and Municipal buildings ordinances and regulations insofar as the same are binding upon the State and within the jurisdiction where the work is to be performed.
- The Contractor shall only complete work they are authorized to perform based on the specific license(s) they possess.
- The Contractor shall furnish all labor, equipment, software licenses, annual maintenance, materials, tools, labor, and transportation required for any request for maintenance, repairs, and installations.
- If permit or code violations are found with work performed by the Contractor, the Contractor must correct all violations at no additional charge to the County.
- All installations, configurations, and optimizations must be completed, as specified, and approved by County management in writing. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the County.

Exhibit B

- The Contractor shall be required to provide recommendations that include detailed written analysis for repairs, replacement, new installations, and other services when requested by the County.
- The Contractor shall at all times protect County facilities from damage and remove and replace any work damaged by failure to provide protection with new work. Replacement of damaged work will be at no additional cost to the County.
- The Contractor shall ship in-stock items two to four days from the day the County places an order, unless otherwise agreed upon by both parties. The Contractor shall deliver all hardware to the appropriate County facility.
- The Contractor is responsible for properly disposing of any materials removed or replaced.
- The Contractor must be a certified distributor of IHV hardware.
- The security access control system shall be Underwriters Laboratories (UL) Listed.
- The Contractor's staff may be required to give consent to a criminal background check and be approved by the County prior to access of drawings and locked facilities. This includes, but is not limited to, the County's detention facilities. The County shall be responsible for the cost of criminal background checks.
- The Contractor's personnel working at any County facility shall wear and display the Contractor's company photo identification (ID) at all times.

Article B-2

Response and Emergency Response Times

Emergency Response Services are defined as situations that may pose an immediate risk to County employees, citizens, business processes, and/or property. These require urgent intervention to prevent a worsening of a situation. These services shall only be requested when County resources are unavailable. Determination of need is at the discretion of either the Direction of Internal Services/Chief Information Officer, the Sheriff, or their authorized representative(s).

The County's normal business hours are defined as 7:00am to 5:00pm, Monday through Friday, unless otherwise indicated by the County.

Exhibit B

The Contractor shall maintain 24 hours a day, seven days a week emergency availability to coordinate any necessary resolution to system failures or problems.

The Contractor shall acknowledge service requests by phone within 30 minutes.

Emergency callbacks categorized as Level 1 require onsite response in one hour or less.

Emergency callbacks categorized as Level 2 require onsite response in four hours or less.

Emergency callbacks categorized as Level 3 require onsite response at 7:00am the next County working day.

Article B-3

Security Requirements

B-3.1. **Security.** Failure for the Contractor to comply with the security requirements as set forth in this Article B-3 will be considered a breach of contract and will result in termination of this Agreement for default as to the breaching Contractor only.

The Contractor acknowledges that the Juvenile Justice Campus (JJC) and the Fresno Sheriff's Jail Detention Facilities are "no-hostage facilities". The Contractor shall ensure that its employees and any subcontractors working in the JJC, and associated facilities, agree to abide by the County's rules for a no-hostage facility as set forth in this Article B-3. The County may change these policies and procedures at any time, without any prior notice to the Contractor. The Contractor shall plan and execute all work in such a manner as to prevent a security breach of the JJC and FSCO detention facilities or any other County secured facility.

B-3.2. **The Prison Rape Elimination (PREA) Act.** The Contractor shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training shall be provided by the County's Probation Department at no charge to the Contractor.

The Contractor shall ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department at no charge to the Contractor.

No alcoholic beverages/drugs shall be brought into any facility, nor shall anyone under the influence of alcoholic beverages or drugs be allowed inside.

Exhibit B

1 In the event of any disturbance inside the facilities, the Contractor's employees shall
2 immediately follow the orders of the Probation Facility Administrator or his/her designees. The
3 Contractor shall comply with all Probation Department Policies and Procedures. In the event of
4 a dispute involving County staff and the Contractor's employee(s), the on-duty Probation Facility
5 Administrator shall have the final decision.

6 Information on the Prison Rape Elimination Act can be found here:

7 <http://www.prearesourcecenter.org/>.

8 **B-3.3. Sheriff's No Hostage Policy.** A hostage situation is defined as any staff member,
9 citizen or inmate held against their will by another person for the purpose of escape, monetary
10 gain or any reason which may place an individual in danger of losing life or suffering serious
11 injury.

12 The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY**
13 and will not consider bargaining with hostage takers for ANY reason. It is the policy of the
14 Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they
15 immediately lose their authority and any orders issued by that person will not be followed
16 regardless of their rank or status. It is the policy of the Fresno County Sheriff's Office Jail
17 Division that the primary responsibility of all staff members in a hostage situation is to protect
18 every person involved, if possible, from serious injury or death. Emergency procedures and
19 notifications shall be implemented as per the Sheriff-Coroner's Emergency Planning
20 procedures.

21 **B-3.4. Probation Department's No Hostage Situations Policy.** It is imperative for the
22 safety and security of all persons within the JJC facilities, as well as for those in the community,
23 that minors are not allowed to leave the secure confines of the facilities by the taking of a
24 hostage(s). If successful in securing a release through these means minors would be much
25 more likely in the future to use this practice again in an attempt to escape the confines of the
26 facilities. This would put those visiting and working at the JJC at higher level of risk and would
27 jeopardize the safety of the community if the minor was in fact successful in securing his/her
28 release.

Exhibit B

The JJC is a “no-hostage” facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

B-3.4.1. Hostage Situation Procedures.

A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:

1. Summon assistance from other officers as required.
2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.

B. The Fresno County Sheriff’s Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department’s hostage negotiator the Watch Commander will attempt to ascertain:

1. The number and identity of both the hostages and hostage takers;
2. Any known weapons possessed by the hostage takers;

Exhibit B

3. The demands of the hostage takers.

C. The Watch Commander will retain and direct departing custody officers, as well as available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.

D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.

E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.

F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift.

G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

B-3.4.2 Parental and Media Information

A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.

B. All media inquiries will be referred to the Chief's office per departmental policy.

B-3.4.3 Security and Operational Review

A. Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within two days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will

Exhibit B

review the circumstances leading up to the incident and any necessary corrective action necessary to ensure that such an incident does not repeat itself.

B-3.5. Background Investigations. Prior to the beginning of any services, one background check shall be required for every member of the Contractor's personnel providing services to a building location for the life of the Agreement. The background check shall be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Office ("Sheriff's Office"). Background checks provided by any agency other than the Sheriff's Office will not be accepted.

The cost for background checks will be incurred by the County's Internal Services Department – Facility Services Division and Sheriff's Office. The Contractor will be notified regarding the result of background checks. Those that are accepted will report to the County's Internal Services Department – Security Services Division to have their photo taken and identification (ID) badge issued.

Background checks are done on a first-come, first-serve basis between the hours of 7am and 12pm, Monday through Friday. The process takes approximately twenty minutes' time. The amount of time it takes to receive the result of background checks varies from one day to a month or longer, depending upon the individual's history.

Individuals who are cleared through the above process are entered into the Department of Justice database. Their records are flagged and the Sheriff's Office is notified if the individual is ever arrested in the future.

Applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

- A. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
- B. They have ever been charged with a felony or are currently under investigation for a felony.

Exhibit B

1 C. They are charged with or convicted of any crime committed in or at a correctional
2 institution.

3 D. They are currently on parole or probation or are a sentenced inmate at any
4 correctional facility.

5 E. They have been refused a license as a private investigator or had such license
6 revoked.

7 F. They have fraudulently represented themselves, their credentials, their employment,
8 or their criminal or arrest record on their application.

9 G. They have made omissions or false statements on their application.

10 H. They have no valid reason for entering a facility.

11 I. Their admission into a facility could represent a threat to security, staff, or inmate
12 safety.

13 J. Further information regarding the criteria for background check clearance, including
14 an appeal for process for someone who may be denied clearance, is available upon
15 request.

16 B-3.6. **ID Badges.** The Contractor's employees will be issued a badge by the County
17 that must be worn and be visible at all times during performance of work in any County building
18 to identify the wearer as an individual who is authorized to enter County facilities.

19 A. ID badges will only be issued to individuals passing the background check. Each
20 individual will need to present themselves in person with a valid, clean, and legible
21 copy of a driver's license or state-issued identification card to receive an ID badge.
22 ID badges will be issued when the photo is taken. If electronic access to any County
23 facility is required, activation of the badge may take an additional 48 hours to
24 complete.

25 B. County-issued ID badges are for the exclusive use of the individual named and
26 pictured on the badge. The wearer of County contractor ID badges will not escort or
27 bring any other individuals into any County facilities.
28

Exhibit B

C. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration or termination of the Agreement. The Contractor will be responsible for collecting all ID badges issued and turning them in to ISD – Security when the Agreement expires/terminates or when the Contractor's employee(s) leave employment. The Contractor will assume all responsibility for their employee's use of and the return of the County ID badges.

Exhibit C

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit C.

C-1. Labor Rates for Normal County Business Hours (7am – 5pm)

Year	ASI	Johnson	Nobico	West Coast
1	\$580.00	\$110.00	\$125.00	\$150.00
2	\$585.00	\$121.00	\$130.00	\$150.00
3	\$590.00	\$133.00	\$130.00	\$150.00
4	\$595.00	\$146.00	\$135.00	\$150.00
5	\$600.00	\$161.00	\$135.00	\$150.00

C-2. Labor Rates for Outside County Business Hours (5pm – 7am)

Year	ASI	Johnson	Nobico	West Coast
1	\$614.00	\$165.00	\$187.50	\$175.00
2	\$619.00	\$182.00	\$195.00	\$175.00
3	\$624.00	\$200.00	\$195.00	\$175.00
4	\$629.00	\$219.00	\$202.50	\$175.00
5	\$634.00	\$242.00	\$202.50	\$175.00

C-3. Hardware Discounts

ASI	Johnson	Nobico	West Coast
25%	15% off Identiv & related MSRP parts	IHV Category A: 10% IHV Category B: 20%	25% off US List

C-4. Prevailing Wage

In the work performed pursuant to this Agreement, the Contractor shall comply with, and ensure compliance by all subcontractors with, all applicable laws and regulations, including the

Exhibit C

1 payment of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code, and as
2 described herein. In accordance with Labor Code section 1770, et seq., the Director of the
3 Department of Industrial Relations of the State of California has determined the general
4 prevailing wage rates and employer payments for health and welfare, pension, vacation, travel
5 time and subsistence pay as provided for in section 1773.1, apprenticeship or other training
6 programs authorized by section 3093, and similar purposes applicable to the work to be done.

7 Information pertaining to applicable Prevailing Wage Rates may be found on the website
8 for the State of California Department of Industrial Relations:

9 <http://www.dir.ca.gov/oprl/PWD/index.htm>.

10 Information pertaining to applicable prevailing wage rates for apprentices may be found
11 on the website for the State of California Department of Industrial Relations:

12 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

13 It shall be mandatory upon the Contractor and upon any subcontractor to pay not less
14 than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or
15 mechanics employed on this public work project, including those workers employed as
16 apprentices. Further, the Contractor and each subcontractor shall comply with Labor Code
17 sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-
18 mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be
19 available to any interested party.

20 The Contractor shall comply with Labor Code section 1775, and shall forfeit as a penalty
21 to the County Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for
22 each worker paid less than the prevailing wage rates for the work or craft in which the worker is
23 employed for any work done under this project by the Contractor or by any subcontractor under
24 the Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the
25 difference between the prevailing wage rates and amount paid to each worker for each calendar
26 day or portion thereof for which each worker was paid less than the prevailing wage rate shall
27 be paid to each worker by the Contractor or subcontractor.

Exhibit C

1 The Contractor and each of its subcontractors shall keep a log showing the name,
2 address, social security number, work classification, straight time and overtime hours worked
3 each day and week, and the actual per diem wages paid to each journeyman, apprentice,
4 worker, or other employee employed by him or her in connection with this public work project. In
5 accordance with Labor Code section 1776, each payroll record shall be certified and verified by
6 a written declaration under penalty of perjury stating that the information within the payroll
7 record is true and correct, and that the Contractor or subcontractor has complied with the
8 requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its
9 employees on this public work project. These records shall be open at all reasonable hours to
10 inspection by the County, its officers, and agents, and to the representatives of the State of
11 California Department of Industrial Relations, including but not limited to the Division of Labor
12 Standards Enforcement.

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit E

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th

Exhibit E

Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer

Exhibit E

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Signature: Brandon Herd
Brandon Herd (Jun 1, 2023 11:57 PDT)

Email: bherd@accesssystems.us

Exhibit E

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Signature: William King
William King (May 31, 2023 14:41 PDT)

Email: william.king@jci.com

Exhibit E

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

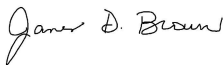
Signature: Norm Dimick
Norm Dimick (May 31, 2023 09:48 PDT)

Email: norm@ie-systems.com

Exhibit E

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Signature: 

Email: james@wcsecurity.com