

COUNTY OF TULARE
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of 9/14/18, between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and PROTECTION1/ADT SECURITY, a Delaware corporation licensed to do business in California ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. WHEREAS, the COUNTY has an interest in protecting facilities out of which it operates its Department of Child Support Services;
- B. WHEREAS, CONTRACTOR maintains an expertise in providing the requested maintenance, monitoring and security services to the security systems and access control systems desired by the COUNTY;
- C. WHEREAS, the Parties have a mutual interest in memorializing such services as provided under the terms of this Agreement

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2017 and expires at 11:59 PM on June 30, 2018, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibit A.
- 3. **PAYMENT FOR SERVICES:** See attached Exhibit B.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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6. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tim Wall, Administration Services Officer
DEPARTMENT OF CHILD SUPPORT SERVICES
8040 W. Doe Avenue
Visalia, CA 93291
Phone No.: 559-713-5707
Fax No.: 559-651-2987

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

PROTECTION 1/ADT SECURITY SERVICES
4741 WEST SHAW AVE
FRESNO, CA 93722
Phone No.: 559-403-6812
Fax No.: 559-214-5157

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

7. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

8. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

COUNTY OF TULARE
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

PROTECTION 1/ADT SECURITY SERVICES

Date: 9/14/18

By [Signature]

Print Name JOE Longfield

Title Regional Vice President

Date: 10/15/18

By [Signature]

Print Name Jane Taylor

Title West Region Finance Director

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By [Signature] 11/13/18
Deputy

Matter # 20181358

EXHIBIT A

PROTECTION 1/ADT SECURITY

4741 WEST SHAW AVE

FRESNO, CA 93722

559-403-6812

SCOPE OF WORK

The following scope of work will be for maintenance, monitoring and services to the security systems and access control systems as outlined, for both the Porterville and Visalia Offices.

Protection 1 / ADT Security systems are designed to complement, expand, integrate and adjust to your specific business needs—both today and tomorrow.

Protection 1 / ADT services are for the period of 7/1/2017 through 6/30/18

EACH BILLED AS THE FOLLOWING:

ADEMCO VISTA 128B – VISALIA – CS#P1311372 - \$199.47 TOTAL PER MONTH PLUS APPROPRIATE SALES TAX ON LEASED EQUIPMENT BASED ON \$112.52 PER MONTH*

Ademco's VISTA 128B is a Commercial Burglary Control System. The VISTA – 128B provides a fully integrated security and access control system.

Monitoring—Protection 1 / ADT SecAurity provides 24 hour monitoring of the alarm system. Protection 1 receives incoming alarm signals for the Visalia Office of Child Support. We evaluate and interpret the incoming signals to determine the proper response to the alarm. Following appropriate monitoring policy and procedures as mandated by Protection 1 for all dispatches and customer communications, as related to the alarm system.

ESP, Extended Service Protection—The Visalia Office of Child Support has extended service on their account. This gives you the benefit of knowing that, should some repairs need to be made

on your system, Protection 1 will not charge for those repairs. (There are also instances where the extended service would not cover damage done to a system.)

OC Logs, Open/Close Logs—Shows who is opening and closing at your site. These events will appear in the open/close activity log and reporting.

Equipment Lease—This is an option used in the Visalia Branch of Child Support as a means of purchasing the Ademco Vista 128B Commercial Burglary control system.

CARD ACCESS MAINTENANCE—VISALIA—CS#1001017580--\$217.44 PER MONTH.

CARD ACCESS MAINTENANCE/BRIVO—PORTERVILLE—CS#1001006693 \$64.86 PER MONTH

EXTENDED SERVICE PLAN—BADGE PRINTER \$22.95 PER MONTH

ESP covers all repair and replacement costs of badge printer owned by Tulare County Child Support Services. Protection 1 will provide a qualified technician to perform service for the equipment installed by Protection 1. Service will include replacement or repair of parts or the whole unit installed.

Service includes diagnostics to determine the source of trouble and parts and the ESP covers these costs in full.

CONTACT INFORMATION:

VICTORIA VASQUEZ

BRANCH ADMINISTRATOR—PROTECTION 1

FRESNO BRANCH—WEST REGION

PHONE: 559-214-5152

***ADEMCO VISTA 128B—VISALIA—CS#P1311372: The taxable portion of the \$199.47 monthly charge is \$112.52.**

EXHIBIT B

PROTECTION 1 / ADT SECURITY

Expenses for 2017/18 FY

DCSS

Charges:

ADEMCO VISTA 128B—VISALIA—CS#P1311372	Monthly	Annually
Monthly charge	\$ 199.47	\$2,393.64
Tax on taxable portion of \$ 199.47 (taxable portion is \$112.52)	9.58	114.96
CARD ACCESS MAINTENANCE—VISALIA—CS#1001017580	217.44	2,609.28
CARD ACCESS MAINTENANCE—PORTERVILLE—CS#1001006693	64.84	778.08
EXTENDED SERVICE PLAN—BADGE PRINTER	22.95	275.40
Totals	\$ 514.28	\$ 6,171.36

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.