

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Presentation Products, Inc. dba Spinitar,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide maintenance and support for the audio visual and broadcasting equipment for the Information Technology Department.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 9,106.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from June 1, 2019 to May 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A Scope of Services/Payment Provisions
Exhibit B Equipment List

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dan Mikulich, Information Technology Manager	Rebecca Haines, Contract Administrator
Name and Title	Name and Title
1590 Moffett Street Salinas CA 93905	16751 Knott Avenue La Mirada, CA 90638 email: Rebecca.Haines@Spinitar.com
Address	Address
831-759-6918	714-367-2900 ext. 2947
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller


Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management


Date: _____

Presentation Products, Inc. dba Spinitar
Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President)*

James Jeffrey / Principal & Chairman
Name and Title

Date: 5/6/19

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

BARBARA IRVIN SEC-TRE
Name and Title

Date: 5/6/19

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Service Delivery Sites

Audio/Visual and Broadcasting Equipment
 Monterey County
 Government Center Board of
 Supervisors' Chambers
 168 W. Alisal Street,
 1st Floor, Salinas, Ca.

Broadcasting Equipment
 Monterey County Information
 Technology Department
 1590 Moffett Street
 Salinas, Ca.

II. Scope of Services

CONTRACTOR shall provide maintenance and support of the audio visual and broadcasting equipment listed in Exhibit B of this Agreement. The following categories of maintenance and support will be covered as part of the "Gold Maintenance" preferred service status during the Principal Period of Maintenance (PPM) which is defined as Monday through Friday, 8:00am – 5:00pm Pacific Standard Time excluding Evenings, Weekends, and Holidays. The categories of maintenance and support provided will be as follows:

- a. Preventative Maintenance (PM) – CONTRACTOR will provide a technician/engineer to visit the specified sites on a date/time mutually agreed upon by both parties to verify the proper operations of the specified equipment as identified in Exhibit B of this Agreement. The frequency for on-site PM will be as follows:

Location	Equipment	PM Frequency	Maximum Total Cost
Monterey County Government Center 168 W. Alisal Street, Floor 1 – Board Chambers	AV & Broadcasting Equipment	4 times/year	
Monterey County Information Department 1590 Moffett Street	Broadcasting Equipment	4 times/year	
Agreement total			\$9,106

- 1. CONTRACTOR shall install manufacturer firmware /software updates, return equipment controls to predetermined operating levels, and provide any/all technical support as needed for proper operation of the devices listed in Exhibit B. If the manufacturer of the equipment charges for the firmware/software updates, County will be responsible for the cost. CONTRACTOR will only be responsible for updating the firmware/software during PM

- site visit or remotely as provided access by COUNTY.
2. CONTRACTOR shall perform tests, clean, and make general adjustments to all equipment during the PM on site visit.
 3. CONTRACTOR shall track projector lamp hours and notify County when lamp hours are near expiration.
- b. CONTRACTOR shall provide Detailed Service Reports electronically to the designated site contact at the conclusion of each PM site visit.
- c. Technical Support shall be provided as part of this Agreement. The types of technical support will be as follows:
1. Remote support setup
 2. Telephone and email response time - 2 business hours
 3. On-site response time – 8 business hours
 4. On-site support incidents – unlimited
 5. Access to Spinitar’s In-House Diagnostic Center (iDOC)- Spinitar facility with team of professionals for repair of equipment covered under this Agreement
 6. Should County need to have on site monitoring/support or standby technical support by CONTRACTOR during a meeting, County may request an engineer or technician to attend a meeting to monitor and ensure the AV or Broadcast equipment is properly functioning and identify any necessary repairs and/or user training is needed.
- d. Repair/Replacement of Equipment – After troubleshooting by CONTRACTOR and if Repair and replacement services are necessary, CONTRACTOR will:
1. Remove equipment
 2. Ship the equipment – Ground shipping will be at no cost
 3. Provide a loaner (subject to availability) at no additional cost
 4. Replace the equipment if the equipment cannot be repaired
 5. If the CONTRACTOR cannot replace with the same make/model, CONTRACTOR will replace with a comparable/equivalent model. CONTRACTOR will incur the cost of shipping the equipment to and from CONTRACTOR facility
 6. If parts need to be ordered to complete the repair, CONTRACTOR will cover all costs for equipment listed in Exhibit B
- e. Training – CONTRACTOR will train core and new users on system operation during the course of term of this Agreement on an as needed basis and as requested by the designated contract manager at Information Technology.
- f. On-Site Consultative Reviews – A CONTRACTOR Service Account Manager will visit the site with the on-site contact to review CONTRACTOR performance

III. On-Site Support Cost – Outside of PPM

The on-site support outside of PPM (after 5pm Monday – Friday, weekends, and Holidays) will be at a discounted rate of \$100/hour with a minimum of four (4) hours per incident plus trip charge of \$65.

IV. Maintenance Agreement Exclusions

The following parts are excluded from coverage:

1. Projection screen control devices
2. Projector lamps, knobs, bulbs, trim and related parts
3. Cabinetry
4. LCD burn in/retention
5. Plasma deterioration/burn-in/retention
6. Batteries
7. Damage to equipment from "all acts of God", fire, failure due to utility services, failure as a result of poor, unconditioned or fluctuating electrical power; failure due to natural and environmental causes such as earthquakes, tornadoes, lightning, corrosion, floods, abuse, misuse, and negligence

V. County Responsibilities

County shall be responsible for the following:

1. Provide access to the equipment during the preventative maintenance service provided by CONTRACTOR
2. Provide a point of contact for CONTRACTOR to coordinate the preventative maintenance schedule, follow up, troubleshooting analysis, etc.
3. Provide VPN access to remotely support the equipment as approved and authorized by County

V. Payment Provisions

For the services described in this Agreement, Contractor shall bill the County yearly in advance. In the event that the Agreement is terminated prior to completion of the services, the amount paid shall be prorated over the length of the Agreement and should the County determine a reimbursement is owed, the Contractor shall reimburse the County within thirty (30) days of the termination.

County of Monterey Covered Equipment					
Location	Equipment	QNTY	MFG	Part Number	Notes
168 W.Alisal 1st Floor	Touch Panel	2	ELO	E1224L	
168 W.Alisal 1st Floor	Mic Flange	5	Shure	MX418SE	
168 W.Alisal 1st Floor	Dias Microphones	14	Shure	MX418D/C	
168 W.Alisal 1st Floor	Projector	2	Christie	DWU850-GS White	Projectors were replaced in 2018
168 W.Alisal 1st Floor	Projection Screens	2	Draper	ACCESS V NC; 150" DIAGONAL NTSC VIEWING AREA:87H X 116W	Screens were replaced in 2018
168 W.Alisal 1st Floor	Sony Broadcast Camera	4	Sony	BRC300PTZ	
168 W.Alisal 1st Floor	Streaming Media Camera	1	Sony	EVI-D70	
168 W.Alisal 1st Floor	Pop-up table box interface	6	Altinex	TNP-142	
168 W.Alisal 1st Floor	Document Camera	1	Elmo	HV-5100XG	
168 W.Alisal 1st Floor	Ceiling Speakers	19	JBL	C24CT	
168 W.Alisal 1st Floor	Joystick Controller	1	Crestron	C2N-CMAIDJ	
168 W.Alisal 1st Floor	Distribution Amplifier	1	Altinex	DA1926AV	
168 W.Alisal 1st Floor	Matrix Switcher	1	Sierra	128V55	
168 W.Alisal 1st Floor	Audio Mixer	4	Nexia	SP/TC	
168 W.Alisal 1st Floor	Power Amplifier	1	QSC	CX204V	
168 W.Alisal 1st Floor	Assisted Listening system	1	Listen	LT-800-072	
168 W.Alisal 1st Floor	Timing Generator	1	Videotek	STG-6000	
168 W.Alisal 1st Floor	S-Video to Composite Converter	1	Kramer	FC10D	
168 W.Alisal 1st Floor	S-Video Distribution Amp	1	Kramer	105S	
168 W.Alisal 1st Floor	Matrix Switcher	1	Extron	Matrix 60	
168 W.Alisal 1st Floor	Video Scaler	1	Extron	DVS204	
168 W.Alisal 1st Floor	RGBHV Distribution Amp	2	Kramer	1:10 Distribution Amp	
168 W.Alisal 1st Floor	RGBHV Distribution Amp	1	Kramer	VM1055	
168 W.Alisal 1st Floor	Camera/Switcher Graphics	1	Broadcast Pix		
168 W.Alisal 1st Floor	Quad with loop through	1	Elmo	VA-Colorquad-4	
168 W.Alisal 1st Floor	Sony BRC 300	1	Sony	BRC 300	
168 W.Alisal 1st Floor	RM-BR300 Joystick	1	Sony	SM-BR300	
168 W.Alisal 1st Floor	Controller	1	Broadcast Pix	1000ga	
168 W.Alisal 1st Floor	Server	1	Broadcast Pix	47	
168 W.Alisal 1st Floor	Power Supply	1	Broadcast Pix	210	
168 W.Alisal 1st Floor	1x3 Composite Video	1	Extron	MDA 3V	
168 W.Alisal 1st Floor	3x1 Composite Video Switcher	1	Kramer	VS-33V	
168 W.Alisal 1st Floor	Waveform Vector Scope	1	Tektronix	1741C	
168 W.Alisal 1st Floor	17" Broadcast LCD monitor	1	Marshall	V-LCD17	
168 W.Alisal 1st Floor	S-video to composite Encoder	1	Extron	YCV 100 (60-559-01)	
168 W.Alisal 1st Floor	Video Signal Generator	1	Tektonix	SPG 600	
168 W.Alisal 1st Floor	8 input YC video switcher	1	Extron	MBD 149 (70-077-03)	
168 W.Alisal 1st Floor	Power Conditioner	1	Furman	PL PLUS C	
168 W.Alisal 1st Floor	Wohler Stereo Program Monitor	1	Wohler	AMP1A-LP	
168 W.Alisal 1st Floor	Microphone DA 1x3	26	RDL	STM DA-3	
168 W.Alisal 1st Floor	PS 24 (24V Power Supply)	5		PS 24 E	
168 W.Alisal 1st Floor	Yamaha audio mixer	1	Yamaha	MG2414FX	
168 W.Alisal 1st Floor	Fostex PM-1 near field monitors	2	Fostex	PM-1	
168 W.Alisal 1st Floor	Audio Patch Bay	1	BitTree	B96 DC FN LIT E3 20U 12B	
1590 Moffett St	Waveform monitor Vector Scope	1	Tektronix	1741C	
1590 Moffett St	Knox Router	1	Knox Video	RS11 16 x 16 Series	
1590 Moffett St	Distribution Amplifier	1	Extron	DA 6AV RCA EQ	

Monterey County Covered Equipment					
Location	Equipment	QNTY	MFG	Part Number	Notes
168 W.Alisal 1st Floor	Touch Panel	2	ELO	E1224L	
168 W.Alisal 1st Floor	Mic Flange	5	Shure	MX418SE	
168 W.Alisal 1st Floor	Dias Microphones	14	Shure	MX418D/C	
168 W.Alisal 1st Floor	Projector	2	Christie	DWU850-GS White	Projectors were replaced in 2018
168 W.Alisal 1st Floor	Projection Screens	2	Draper	ACCESS V NC; 150" DIAGONAL NTSC VIEWING AREA:87H X 116W	Screens were replaced in 2018
168 W.Alisal 1st Floor	Sony Broadcast Camera	4	Sony	BRC300PTZ	
168 W.Alisal 1st Floor	Streaming Media Camera	1	Sony	EVI-D70	
168 W.Alisal 1st Floor	Pop-up table box interface	6	Altinex	TNP-142	
168 W.Alisal 1st Floor	Document Camera	1	Elmo	HV-5100XG	
168 W.Alisal 1st Floor	Ceiling Speakers	19	JBL	C24CT	
168 W.Alisal 1st Floor	Joystick Controller	1	Crestron	C2N-CMAIDJ	
168 W.Alisal 1st Floor	Distribution Amplifier	1	Altinex	DA1926AV	
168 W.Alisal 1st Floor	Matrix Switcher	1	Sierra	128V5S	
168 W.Alisal 1st Floor	Audio Mixer	4	Nexia	SP/TC	
168 W.Alisal 1st Floor	Power Amplifier	1	QSC	CX204V	
168 W.Alisal 1st Floor	Assisted Listening system	1	Listen	LT-800-072	System was replaced in 2018
168 W.Alisal 1st Floor	Timing Generator	1	Videotek	STG-6000	
168 W.Alisal 1st Floor	S-Video to Composite Converter	1	Kramer	FC10D	
168 W.Alisal 1st Floor	S-Video Distribution Amp	1	Kramer	105S	
168 W.Alisal 1st Floor	Matrix Switcher	1	Extron	Matrix 60	
168 W.Alisal 1st Floor	Video Scaler	1	Extron	DVS204	
168 W.Alisal 1st Floor	RGBHV Distribution Amp	2	Kramer	1:10 Distribution Amp	
168 W.Alisal 1st Floor	RGBHV Distribution Amp	1	Kramer	VM1055	
168 W.Alisal 1st Floor	Camera/Switcher Graphics	1	Broadcast Pix		
168 W.Alisal 1st Floor	Quad with loop through	1	Elmo	VA-Colorquad-4	
168 W.Alisal 1st Floor	Sony BRC 300	1	Sony	BRC 300	
168 W.Alisal 1st Floor	RM-BR300 Joystick	1	Sony	SM-BR300	
168 W.Alisal 1st Floor	Controller	1	Broadcast Pix	1000ga	
168 W.Alisal 1st Floor	Server	1	Broadcast Pix	47	
168 W.Alisal 1st Floor	Power Supply	1	Broadcast Pix	210	
168 W.Alisal 1st Floor	1x3 Composite Video	1	Extron	MDA 3V	
168 W.Alisal 1st Floor	3x1 Composite Video Switcher	1	Kramer	VS-33V	
168 W.Alisal 1st Floor	Waveform Vector Scope	1	Tektronix	1741C	
168 W.Alisal 1st Floor	17" Broadcast LCD monitor	1	Marshall	V-LCD17	
168 W.Alisal 1st Floor	S-video to composite Encoder	1	Extron	YCV 100 (60-559-01)	
168 W.Alisal 1st Floor	Video Signal Generator	1	Tektonix	SPG 600	
168 W.Alisal 1st Floor	8 input YC video switcher	1	Extron	MBD 149 (70-077-03)	
168 W.Alisal 1st Floor	Power Conditioner	1	Furman	PL PLUS C	
168 W.Alisal 1st Floor	Wohler Stereo Program Monitor	1	Wohler	AMP1A-LP	
168 W.Alisal 1st Floor	Microphone DA 1x3	26	RDL	STM DA-3	
168 W.Alisal 1st Floor	PS 24 (24V Power Supply)	5		PS 24 E	
168 W.Alisal 1st Floor	Yamaha audio mixer	1	Yamaha	MG2414FX	
168 W.Alisal 1st Floor	Fostex PM-1 near field monitors	2	Fostex	PM-1	
168 W.Alisal 1st Floor	Audio Patch Bay	1	BitTree	B96 DC FN LIT E3 20U 12B	
1590 Moffett St	Waveform monitor Vector Scope	1	Tektronix	1741C	
1590 Moffett St	Knox Router	1	Knox Video	RS11 16 x 16 Series	
1590 Moffett St	Distribution Amplifier	1	Extron	DA 6AV RCA EQ	