

ORIGINAL

**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:

First Alarm

(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 monitoring of DMP Access System at (7) seven locations for Monterey County Department of Social Services.

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 \$ 99,965.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 01, 2015 to June 30, 2017, 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 Rates & Budget

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:
Kim Petty, Administrative Services Manager	Vince Cardinelli, Security Consultant
Name and Title	Name and Title
1000 South Main Street, Suite 304 Salinas, CA 93901	1 Lower Ragsdale Monterey, CA 93940
Address	Address
(831) 755-4492 fax: (831) 755-8476	(831) 649-1111 fax: (831) 899-7510
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: [Signature]
Contracts/Purchasing Officer Agent

Date: 9/8/15

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel

Date: 8/27/15

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 9/2/15

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

First Alarm
Contractor's Business Name*

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

DAVID HOOD PRESIDENT
Name and Title

Date: 08/10/15

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

CARL SAAL, SECRETARY
Name and Title

Date: 08/10/15

*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

SCOPE OF WORK

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and
FIRST ALARM**

July 1, 2015 – June 30, 2017

I. CONTACT INFORMATION

Contractor: **Vince Cardinelli, Security Consultant**
1 Lower Ragsdale
Monterey, Ca 93940
(831) 649-1111
Fax: (831) 899-7510

County Contact # 1: **Kim Petty**
Administrative Services Officer
1000 South Main Street, Suite 304
Salinas, CA 93901
(831) 755-4492
Fax: (831) 755-8476
e-mail: pettyk@co.monterey.ca.us

County Contact # 2: **Sylvia Solis**
Administrative Services Manager
1000 South Main Street, Suite 304
Salinas, CA 93901
(831) 755-4483
Fax: (831) 755-8476
e-mail: solisS@co.monterey.ca.us

II. SCOPE OF WORK

CONTRACTOR shall perform maintenance and monitoring of the **DMP Access/Security System** at the following locations:

- Location #1 - 1000 S Main, Salinas, CA
- Location #2 - 713 La Guardia, Salinas, CA
- Location #3 - 730 La Guardia, Salinas, CA
- Location #4 – 1281 Broadway, Seaside, CA
- Location #5 – 1760 Fremont, Seaside, CA
- Location #6 – 116/118 Broadway, King City, CA
- Location #7 - 200 Broadway, King City, CA

EXHIBIT A

SYSTEM MAINTENANCE and MONITORING

CONTRACTOR shall maintain and monitor the Security System 24 hours a day, seven (7) days a week, provide continuous, real-time monitoring of the "health status" of each access control system, and respond to any outages or malfunctions that may arise. System maintenance and monitoring services include the following:

24 Hour Monitoring

If a monitoring center operator receives an alarm, CONTRACTOR will attempt to call the 1st person on the clients pre-determined emergency call list. If CONTRACTOR is not able to get in contact with the 1st person on the client's emergency call list, CONTRACTOR will attempt to call a 2nd and/or 3rd person on the list. If none of the 3 contacts can be reached, CONTRACTOR will contact the police. CONTRACTOR operates a UL and FM certified central station at its corporate headquarters in Aptos, CA. As a 5-Diamond call center, CONTRACTOR staffs only trained and certified central station operators. CONTRACTOR monitors the burglary/security systems when the alarm is turned on at the keypad. The monitoring should be capable of receiving trouble signals as well as alarm signals, and must be capable of providing zone identification specifics.

24 Hour Test Report

This option ensures that the system's communication link is operating properly. A "test" signal will be sent to the monitoring center every 24 hours. If the signal is not received the monitoring center will contact the proper person on the call list.

Gold Shield Service Agreement

Gold Shield Service Agreement is an equipment warranty through the life of the contract providing service support 24/7, 365 days a year. CONTRACTOR will conduct an annual preventative maintenance visit/inspection. If the equipment causes a false alarm, CONTRACTOR shall pay the fine. Gold service also includes any required software upgrades.

Burglary Alarm System

The Burglary Alarm System is an electronic alarm designed to alert COUNTY to a specific danger. Sensors are connected to a control unit via low-voltage wiring which is used to interact with a response device. The security systems installed will include perimeter door contacts, motion detectors and glass break detectors to satisfy the requirements set by COUNTY.

Access System

The Access System shall be configured with the security/burglary system. COUNTY will manage the security system on-line. The access system will enable COUNTY to arm and disarm their system if required; lock or unlock access-control doors; add or delete system users or change their access rights; change schedules and holiday dates; and run reports for analysis and evaluation.

Minor Equipment and Supplies

CONTRACTOR shall submit quotes to COUNTY for approval for installation of any minor equipment and supplies such as readers, keypads, doorknobs, panels, batteries, but not limited to other equipment/supplies that may be required to maintain the security systems listed under Section II of this agreement in accordance with Exhibits B.

EXHIBIT A

III. SECURITY EXPANSION

CONTRACTOR shall submit quotes to COUNTY for approval necessary installation of additional equipment, maintenance, supplies, and Gold Shield support if current space expands at the existing locations listed under Section II of this agreement. Installation of the additional equipment would be added to the existing security system in accordance with **Exhibit B**.

IV. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR according to the provisions set forth in Section 6, PAYMENT CONDITIONS, of this agreement.

CONTRACTOR shall invoice on a quarterly basis on the first (1st) day of the beginning of the quarter, in accordance with the rates listed in **Exhibit B**. COUNTY shall pay in advance with invoice due by the first (1st) day of the second month of each quarter. Quarters are based on July – September, October – December, January – March, and April – June. Monitoring and Gold Shield costs shall not exceed:

July 1, 2015 – June 30, 2016 \$26,437.86

July 1, 2016 – June 30, 2017 \$29,926.56

CONTRACTOR shall invoice on a monthly basis by the 10th of the following month for minor equipment, maintenance and installation costs in accordance with **Exhibit B**. The maximum amount for minor equipment, maintenance and installation costs shall not exceed forty-three thousand, six hundred dollars and fifty-eight cents (\$43,600.58).

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement, per **Exhibit B**, shall not exceed **ninety-nine thousand, nine hundred sixty-five dollars (\$99,965.00)**

EXHIBIT B

COUNTY OF MONTEREY - SOCIAL SERVICES
First Alarm -- FY 2015-17 RATES & BUDGET

0% Rate Increase

Address/Location	System Type/Service	July 1, 2015 - September 30, 2015 Rate				October 1, 2015 - June 30, 2017				Annual Cost FY 15/16	Annual Cost FY 16/17		
		Monitoring	Daily Communicator Test	Gold Shield	Total Monthly Cost	Monitoring	Daily Communicator Test	Gold Shield	Total Monthly Cost			Quarterly Cost	
1000 S. Main Street, Salinas													
158-1117 - Top Floor, South Side	Security/Access Control	\$28.00	\$4.20	\$187.38	\$219.58	\$658.74	\$28.00	\$4.20	\$127.66	\$159.86	\$479.58	\$2,097.48	\$1,918.32
158-1147 2nd & 3rd Floor Suites #219 - #307	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$127.66	\$159.86	\$479.58	\$1,535.34	\$1,918.32
158-1149 - Main Floor Suite 208, 206B	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$127.66	\$159.86	\$479.58	\$1,535.34	\$1,918.32
158-1148 - Main Floor Suite #209	Security/Access Control	\$28.00	\$4.20	\$55.00	\$87.20	\$261.60	\$28.00	\$4.20	\$182.66	\$214.86	\$644.58	\$2,195.34	\$2,578.32
158-1150 Basement Suite #s 106-110	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$127.66	\$159.86	\$479.58	\$1,535.34	\$1,918.32
158-1151 Basement Suite #s 111-116	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$127.66	\$159.86	\$479.58	\$1,535.34	\$1,918.32
158-1152 Basement Suite #s 101-105	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$127.66	\$159.86	\$479.58	\$1,535.34	\$1,918.32
158-1153 CDC West Wing Suite #216	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$127.66	\$159.86	\$479.58	\$1,535.34	\$1,918.32
713 La Guardia St., Salinas													
158-1122 - Staff Development/Lab	Security/Access Control	\$28.00	\$4.20	\$113.50	\$145.70	\$437.10	\$28.00	\$4.20	\$113.50	\$145.70	\$437.10	\$1,748.40	\$1,748.40
158-1161 - Aging & Adult Services	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$113.50	\$145.70	\$437.10	\$1,407.90	\$1,748.40
730 La Guardia St., Salinas													
158-1121 - Career Center	Security/Access Control	\$28.00	\$4.20	\$41.00	\$73.20	\$219.60	\$28.00	\$4.20	\$41.00	\$73.20	\$219.60	\$878.40	\$878.40
1281 Broadway, Seaside													
158-1119	Security/Access Control	\$28.00	\$4.20	\$101.50	\$133.70	\$401.10	\$28.00	\$4.20	\$101.50	\$133.70	\$401.10	\$1,604.40	\$1,604.40
158-1176	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$101.50	\$133.70	\$401.10	\$1,299.90	\$1,604.40
1760 Fremont Blvd. Bldg. D, Seaside													
158-1118 - Bldg. D	Security/Access Control	\$28.00	\$4.20	\$114.00	\$146.20	\$438.60	\$28.00	\$4.20	\$114.00	\$146.20	\$438.60	\$1,754.40	\$1,754.40
158-1197 - Career Center	Security/Access Control	\$28.00	\$4.20		\$32.20	\$96.60	\$28.00	\$4.20	\$114.00	\$146.20	\$438.60	\$1,412.40	\$1,754.40
116/118 Broadway, King City													
158-1166	Security/Access Control	\$28.00	\$4.20	\$0.00	\$32.20	\$96.60	\$28.00	\$4.20	\$55.00	\$87.20	\$261.60	\$881.40	\$1,046.40
158-1124	Security/Access Control	\$28.00	\$4.20	\$110.00	\$142.20	\$426.60	\$28.00	\$4.20	\$55.00	\$87.20	\$261.60	\$1,211.40	\$1,046.40
200 Broadway, King City													
158-1123 - Career Center	Security/Access Control	\$28.00	\$4.20	\$29.00	\$61.20	\$183.60	\$28.00	\$4.20	\$29.00	\$61.20	\$183.60	\$734.40	\$734.40
TOTAL \$1,330.98 \$3,992.94													
Minor Equipment/Maintenance/Installation Costs													
Labor Rates: First 1/2 Hour = \$95, \$150/hour following, billing in 15 min. increments													
Labor Rates: First 1/2 Hour = \$95, \$150/hour following, billing in 15 min. increments													
TOTAL \$2,493.88 \$7,481.64													
FY 2015-17 \$29,926.56													
Equipment Maintenance and Supplies \$21,600.58													
Security Expansion \$22,900.00													
Grand-Total \$99,965.00													

*Budget for these two line items are available for the Term of the contract