



# County of Santa Cruz 0155

SHERIFF -CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060

(831) 454-2985 FAX: (831) 454-2353

MARK TRACY  
SHERIFF -CORONER

December 29, 2000

Agenda: January 9, 2001

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street, Room 510  
Santa Cruz, CA 95060

APPROVE THE CONTRACT WITH NORMENT SECURITY GROUP INC.  
FOR THE MAINTENANCE OF THE SECURITY ELECTRONICS AT THE MAIN JAIL

Dear Members of the Board:

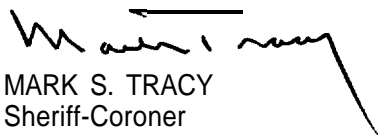
On June 9, 1998, your Board authorized the acceptance of grant funds from the California State Board of Corrections (BOC) for the Federal Violent Offender Incarceration Grant Program. These funds were used to reconfigure and upgrade the Water Street Main Jail security control modules, which included the remodeling and upgrading security controls in the central control and housing units for the facility's inmates. The project was awarded to Norment Security Group, Inc. and has resulted in both "hardening" the Main Jail's security systems while maximizing the safety of both staff and inmates. At this time, we are requesting that your Board approve the attached contract for the preventative maintenance and servicing of our new security electronics.

During our 00/01 budget we were approved to purchase a preventative maintenance and servicing agreement for the new upgraded electronic's system in the Main Jail. Our current warranty is ending December 31, 2000. We are requesting the approval of the attached agreement **with** Norment Security Group Inc.,

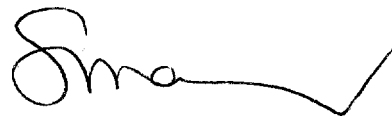
It is therefore RECOMMENDED that your Board:

1. APPROVE the attached contract in the amount of \$27,000 with Norment Security Group, Inc.;
2. AUTHORIZE the Sheriff-Coroner to execute the agreement and sign necessary contract documents on the behalf of the Board.

Sincerely,

  
MARK S. TRACY  
Sheriff-Coroner

Recommended:

  
SUSAN A. MAURIELLO  
County Administrator

cc: Sheriff-Coroner, Detention Bureau  
Auditor-Controller

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: SHERIFF-CORONER 0156 (Dept.)  
[Signature] (Signature) 1-2-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Sheriff-Coroner, Detention Bureau (Agency)  
and Norment Security Group, Inc. 61443 Industrial Way Livermore, CA 94550 (Name & Address)  
for semi-annual inspections and non-scheduled maintenance
2. The agreement will provide \_\_\_\_\_
3. The agreement is needed as the County cannot provide these services.
4. Period of the agreement is from January 1, 2001 to June 30, 2001
5. Anticipated cost is \$ 27,000 (Fixed amount; Monthly rate; Not to exceed)
5. Remarks: \_\_\_\_\_
7. Appropriations are budgeted in 662300 (Index#) 3360 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriation are available and have been encumbered. Contract No. COA333 Date 1/2/01  
are not will be

GARY A. KNUTSON, Auditor - Controller

By Cathy Small Deputy.

Proposa reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_

\_\_\_\_\_  
(Agency). County Administrative Officer

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
(Analyst) BY \_\_\_\_\_ Date \_\_\_\_\_

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Orig noting Dept. - Goldenrod

To Original rejected.

ADM 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
I, \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

## INDEPENDENT CONTRACTOR AGREEMENT

0157

THIS CONTRACT is entered into this 1<sup>st</sup> day of January, 200 1, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and NORMENT SECURITY GROUP, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to accomplish the following result: See attachment A.
2. COMPENSATION: In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: \$24,500 for semi-annual inspections and non-scheduled maintenance \$2,500.
3. TERM: Term of this contract shall be through June 30, 2001.
4. EARLY TERMINATION: Either party hereto may terminate this contract at any time giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.  
CONTRACTOR shall exonerate, **indemnify**, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) **from** and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon, it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or **property(is)** of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE: CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance of self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required to that required of CONTRACTOR in this Agreement.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutory required coverage amounts.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees) , leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both **certify** to this fact by initialing here \_\_\_\_/\_\_\_\_.

(3) Comprehensive of Commercial General Liability Insurance coverage in the minimum amount of \$1 ,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit.

B. Other Insurance Provisions.

(1) If any insurance coverage required in the Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years **after** the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability insurance shall be endorsed to contain the following clause:

"The County of Santa **Cruz**, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa **Cruz**."

(3) All required insurance policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

County of Santa Cruz, Detention Bureau  
Attn: Sr. Departmental Administrative Analyst  
259 Water Street  
Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to :

County of Santa Cruz, Detention Bureau  
Attn: Sr. Departmental Administrative Analyst  
259 Water Street  
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority / Women / Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority / Women / Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format. (PER 40 12) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract

with Minority-Women / Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTORS STATUS: CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR, rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a district occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NON-ASSIGNMENT: CONTRACTOR shall not assign this Agreement without

the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS: CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

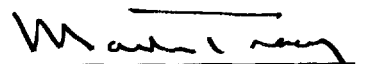
11. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

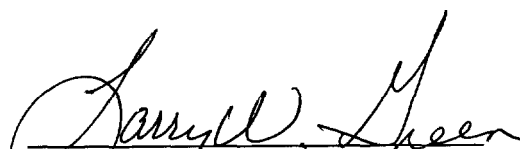
12. ATTACHMENTS: This Agreement includes the following attachments (identify by name or write "NONE") Attachment A.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

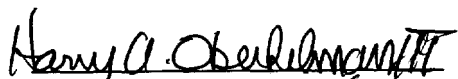
CONTRACTOR

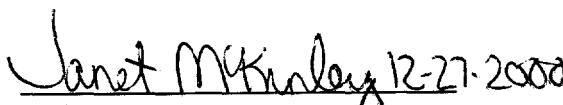
  
Mark S. Tracy, Sheriff-Coroner

  
NORMENT SECURITY GROUP, INC.  
6144B Industrial Way  
Livermore, CA 94550  
925-455-1131

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
County Counsel 12/27/00

 12-27-2000  
Risk Management

# Norment Security Assurance

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## II. SERVICE AND MAINTENANCE AGREEMENT

### 1.0 SCOPE OF SERVICES

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- 1.1 This Service and Maintenance Agreement includes Scheduled Maintenance services on all equipment and associated devices related to the security system as outlined in this contract. System maintenance includes all scheduled maintenance functions. A schedule of the functions and frequency for conducting each task is shown in Section 3.0. Scheduled maintenance will be expanded as required to support maintenance recommendations of equipment manufacturers whose equipment is employed within the Security Electronics System and/or Locking Hardware.
- 1.2 This Service and Maintenance Agreement includes Non-Scheduled Maintenance services on all equipment and associated devices related to the security system as outlined in this contract. As a result of daily inspections and/or operational use of the systems, system faults will be identified by facility operational personnel. Categories of maintenance support are as follows:
- 1.2.1 Critical: Items which compromise the security of the facility or have an adverse effect on the operations of the facility. Items in this category shall have on-site spares and Owner staff shall be trained in device replacement where possible. Items in this category may be repaired or replaced on an Emergency Service Agreement or a Standard Service Agreement. Note: Door Locking Hardware does not have spare parts.
- 1.2.2 Sensitive: Items which adversely impact the operations of the facility but are not considered "critical" as defined above. Items in this category shall not require on-site spares and may be repaired or replaced on Standard Service Agreement rather than Emergency Service Agreement. Note: Door Locking Hardware does not have spare parts.
- 1.2.3 Normal: Items which require maintenance support but are not "critical" or "sensitive" as defined above. These are typically items which Owner personnel identify and accept that maintenance will be performed during the standard scheduled maintenance. Spare parts are not stocked.
- 1.3 This Service and Maintenance Agreement includes Document Maintenance as required to maintain facility documents including drawings, schedules, and operating manuals, to reflect current system configuration. Document maintenance is based on use of existing facility documents, and unless specified elsewhere, this document maintenance does not include retro-engineering the facility security electronics systems to create facility as-builts or O&M manuals.
- 1.4 This Service and Maintenance Agreement includes Maintenance Reports and data logs to identify maintenance activities on the system and recommendations for remedial repair or replacement of equipment.



# Norment Security Assurance

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- 1.5 This Service and Maintenance Agreement does **not** include a Spare Parts Inventory to be provided and maintained on site by Norment Security Assurance. Spare Parts shall be furnished as Norment Security Assurance as each repair/replacement situation arises. Purchase of spare parts will be authorized by Santa Cruz County based on material quotation by Norment Security Assurance.
- 1.6 This Service and Maintenance Agreement **does not** include Extended Warranty coverage for all material. All material costs associated with system repair including full replacement of system devices which are beyond economical repair are to be billed at prevailing rates with prior authorization by Santa Cruz County.
- 1.7. This Service and Maintenance Agreement includes Software Enhancements. If software that will enhance the system operation has been introduced after system installation, Norment Security Assurance shall inform the Owner of the software, its features, and the cost (including labor) to upgrade the existing software. If accepted by the Owner, Norment Security Assurance shall furnish and install the software.

If the Owner request changes or modifications to existing software programs, such as PLC control programs or Touch Screen layout programs, Norment Security Assurance shall determine costs. If accepted by the Owner, Norment Security Assurance shall modify existing software to meet upgraded operations requirements.
- 1.8 This Service and Maintenance Agreement includes Staff Training. It shall be the responsibility of Norment Security Assurance to train the Owner's staff on proper procedures for system operation and on maintenance procedures for Owner responsibility maintenance and service.
- 1.9 This Service and Maintenance Agreement includes System Consultation regarding design changes and equipment selection, based on past experience with similar systems, Costs for Engineering Services including drawings and drafting of specifications are not included in this System Consultation.

## 2.0 Scheduled Maintenance Service

- 2.1 Scheduled Maintenance service shall be performed by Norment Security Assurance on a semi-annual basis. Following staff training by Norment Security Assurance, it shall be the responsibility of the Owner to perform daily and weekly maintenance as listed in Section 3.0 below.
- 2.2 Equipment included in maintenance service shall be as listed in Appendix A. The scheduled maintenance shall include specifically listed equipment and all interfacing equipment such as camera lenses, surge protectors, relays, etc., which integrate with the listed equipment to provide a complete operating system. Equipment and/or services not listed on the equipment list, but which are considered as components or

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# Norment Security Assurance

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are necessary to the operation of the system as designed, are the included in this Service and Maintenance Agreement unless specifically excluded herein. 0164

- 2.3 Equipment not included in maintenance service shall be those devices which are non-maintainable or non-moving, such as foundations, structural supports, cabinets,. wall or ceiling mounts, etc. Further, data and power wire is not included in the service contract, however, the termination to the operating device is.
- 2.4 The general services listed below shall apply to the systems and equipment shown on the EQUIPMENT LIST in Appendix A.
  - 2.4.1 Examine each piece of equipment and device to see that it is functioning according to manufacturer's specifications and is in good operating condition.
  - 2.4.2 Clean components of dust, etc., to allow the equipment to function as designed.
  - 2.4.3 Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings and optimum efficiencies.
  - 2.4.4 Repair or replace any defective or non-operational device by the addition of replacement parts, should the above maintenance not be adequate.
  - 2.4.5 Test and cycle all equipment as a system after it has been cleaned, adjusted, and calibrated to ensure that it operates to manufacturer's design specifications.

## 3.0 SERVICES TO BE PROVIDED

Schedule Maintenance Inspections will be conducted as required by the contract documents. Frequency of inspections shall be semi-annual. Typical services to be provided are shown below. For convenience, the frequency of inspections by Norment Security Assurance is shown as "semi-annual" and inspections by the customer as "weekly."

3.1	PAGING AND INTERCOM SYSTEMS	<u>by S A</u>	<u>By Owner</u>
3.1.1	Verify operational status with Facility Manager	Semi-annual	
3.1.2	Inspect and clean equipment enclosures	Semi-annual	
3.1.3	Record amplifier gain settings	Semi-annual	
3.2	SECURITY MONITORING AND CONTROL SYSTEM		
3.2.1	Inspect and clean control console equipment	Semi-annual	
3.2.2	Verify operational status with Security Officer	Semi-annual	
3.2.3	Inspect and clean equipment enclosures	Semi-annual	
3.2.4	Reboot terminals	Semi-annual	Weekly

# Norment Security Assurance

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## 3.3 UPS POWER AND SURGE PROTECTION

3.3.1 Document voltage and current levels	Semi-annual	0165
3.3.2 Check system diagnostics	Semi-annual	
3.3.3 Interrupt input power and test	Semi-annual	
3.3.4 Inspect battery system	Semi-annual	Weekly
3.3.5 Inspect and clean equipment enclosure	Semi-annual	
3.3.6 Check surge protector status indicators	Semi-annual	

## 3.4 CLOSED CIRCUIT TELEVISION SYSTEM

3.4.1 Verify proper video level at monitors	Semi-annual
3.4.2 Verify proper auto-iris operation	Semi-annual
3.4.3 Check video clarity for each camera	Semi-annual
3.4.4 Adjust monitor controls as required	Semi-annual
3.4.5 Adjust camera controls as required	Semi-annual

## 3.5 PROGRAMMABLE LOGIC CONTROLLERS

3.5.1 Check communications lines and all I/O for proper operation	Semi-annual
3.5.2 Check and record condition of processor battery back-up	Semi-annual
3.5.3 Test redundant operation if applicable	Semi-annual

## 3.6 MOTION AND VEHICLE DETECTORS

3.6.1	Review operational status with Security Officer	Semi-annual	
3.6.2	Check sensitivity of each unit. Make adjustments as required.	Semi-annual	
3.6.3	Check each device for proper operation and/or annunciation.	Semi-annual	Weekly

## 3.7 PERIMETER INTRUSION SYSTEM

3.7.1 Review operational status with Security Officer	Semi-annual
3.7.2 Check communication lines and all I/O for proper interface with control system	Semi-annual
3.7.3 Clean and test operation of each intrusion sensor	Semi-annual
3.7.4 Inspect and clean terminals and equipment cabinets	Semi-annual

## 3.8 DOOR LOCKING EQUIPMENT

3.8.1 Review operational status with Security Officer	Semi-annual
3.8.2 Check communication lines and all I/O for proper interface with door control system	Semi-annual

# Norment Security Assurance

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3.8.3	Inspect and lubricate each door device	Annually	
3.8.4	Inspect and clean terminals and equipment cabinets	Semi-annual	0 1 6 6
3.8.5	Inspect, clean, and test as applicable all door power supplies, including air compressor and storage tanks as applicable	Annually	

## 4.3 PARTS REPLACEMENT

- 4.1 All parts, components, or devices for the security system as listed above that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components, or devices.
- 4.2 When equipment or parts are replaced in their entirety, and a newer design of this device is available, and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
- 4.3 All parts, components, or devices for the security system that are worn or not in proper operational condition, shall be repaired or replaced by Norment Security Assurance and shall be included in the cost of this Service and Maintenance Agreement.
- 4.4 All miscellaneous parts and supplies necessary to maintain the security system and equipment, including batteries, shall be supplied by Norment Security Assurance and shall be included in the cost of this Service and Maintenance Agreement. Repair and/or replacement parts are not included in the cost of the Service and Maintenance Agreement.
- 4.5 Norment Security Assurance shall not be responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than Norment authorized representatives, or by reason of any other cause beyond the control of Norment Security Assurance, except ordinary wear and tear.

## 5.0 SERVICE DEPARTMENT PROCEDURES

- 5.1 Norment Security Assurance provides a standard maximum of 24-hour response to Standard Service calls and 8-hour response to Emergency Service calls for facilities serviced through our local service representatives. This service includes the following:
  - 5.1.1 Upon the call to our Service Department, Norment will respond within one (1) hour via telephone. In most cases the service call will be answered directly by the Service Department.
  - 5.1.2 Standard Service is provided Monday through Friday, 6:00 a.m. to 6:00 p.m., excluding weekends and Norment Industries recognized holidays. Calls received after 2:00 p.m. are normally responded to on site the next working day. Within twenty-four (24) hours (average) a Service Technician will respond to the facility to effect repairs. Normal Service rates are \$100.00 per hour for Service

# Norment Security Assurance

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Technician, 2 hour minimum plus a \$75.00 travel charge. Service charges for a Software Programmer are \$150 per hour, portal-to-portal, 2 hour minimum. Itemized expenses are billed at cost plus 25%.

0167

Standard Service covers system components which are deemed "sensitive." This Service and Maintenance Agreement covers costs associated with up to twelve (12) Standard Service calls. Requests for Standard Service after the twelve covered service calls will be billed at the above rates. **Dispatch of a Service Technician in response to a request for Standard Service constitutes a service response and authorizes service charges if applicable.**

- 5.1.3 Emergency Service is available for 24-hours per day, 365 days per year service response. Response time is eight (8) hours. Dispatch of a Service Technician must be authorized by a pre-assigned Owner representative. Emergency Service rates are as follows:

	<u>Service Technician</u>	<u>Programmer</u>
6:00pm - 12:00am	\$200.00 per hour	\$250.00 per hour
12:01am - 5:59am	\$250.00 per hour	\$300.00 per hour
Weekend/Holiday	\$250.00 per hour	\$300.00 per hour

2-hour minimum, portal-to-portal. Itemized expenses are billed at cost plus 25%.

Emergency Service covers system components which are deemed "critical." This Service and Maintenance Agreement covers costs associated with up to six (6) Emergency Service calls. Requests for Emergency Service after the six covered service calls will be billed at the above rates. **Dispatch of a Service Technician in response to a request for Emergency Service constitutes a service response and authorizes service charges if applicable.**

- 5.2 Replacement parts are billed at published list price plus 25%. Replacement for spare parts will be submitted for approval prior to restocking.
- 5.3 Spare parts are maintained for all Norment manufactured items. Spare parts for specific installations will be maintained on site or at the Local Service Agency depending upon the requirements of contract documents.
- 5.4 The phone number for Emergency Service will be provided upon execution of the Service and Maintenance Agreement. Calls placed to this number will be answered by Norment Security Assurance and forwarded to the Local Service Agent for the client. A service agreement and/or warranty statement with a listing of pre-authorized client representatives must be furnished prior to Emergency Service being made available through the Norment Security Assurance program.

# Norment Security Assurance

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5.5 Service Customers with Preferred Status will have a service technician “on call” at all times to respond to service requirements. Norment Security Assurance guarantees that a service technician will be available to respond to Emergency Service calls. 0168

5.6 All service will be billed against an open purchase order issued at the commencement of this Service Agreement. Any unused portion of this open purchase order will be retained by the customer at the end of the annual contract.

## 6.0 SERVICE RESPONSE CATEGORIES

### 6.1 PAGING / INTERCOM SYSTEM

6.1.1	Loss of multiple stations, i.e., amplifier or loss of system switch	Critical
6.1.2	Single Paging Station	Normal
6.1.3	Single Intercom Station	Sensitive

### 6.2 DOOR CONTROL AND MONITORING

6.2.1	Site perimeter doors and gates	Critical
6.2.2	Other Doors	Critical

### 6.3 UPS POWER AND SURGE PROTECTION

6.3.1	All components	Critical
6.3.2	Evidence of damaging power transients	Critical

### 6.4 CCTV SYSTEM

6.4.1	Door control camera	Critical
6.4.2	Perimeter camera	Critical
6.4.3	All other cameras	Sensitive
6.4.4	Monitors	Critical
6.4.5	Video Switcher	Critical
6.4.6	VCR	Sensitive

### 6.5 PROGRAMMABLE LOGIC CONTROLLERS

6.5.1	All components	Critical
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### 6.6 CONTROL PANELS / CONTROL CONSOLES

6.6.1	Touchscreen control system	Critical
6.6.2	Control panel LED or indicator	Normal
6.6.3	Control panel pushbutton or control switch	Sensitive
6.6.4	All other components	Normal

# Norment Security Assurance

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## 6.7 MOTION /VEHICLE DETECTORS

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6.7.1 All Components Sensitive

## 6.8 PERIMETER INTRUSION SYSTEM

6.8.1 All components Critical

## 6.9 SITE INTERCOM SYSTEM

6.9.1 Single intercom station Sensitive

6.9.2 Multiple intercom stations Sensitive

## 6.10 SECURITY MONITORING AND CONTROL

6.10.1 PLC Network Critical

6.10.2 LAN Network Critical

6.10.3 Touchscreen terminals Critical

6.10.4 File Server Sensitive

6.10.5 Printer Sensitive

## 6.11 STAFF DURESS SYSTEM

6.11.1 All components Critical

## 7.0 SPECIAL MAINTENANCE CONDITIONS

### 7.1 Owner Technician Support

7.1.1 It is intended that if a component of the PLC system fails and Norment Security Assurance does not have an on-site representative, a trained Owner's technician shall be capable of replacing and reprogramming the following equipment:

6.1.1.1 PLC - Power Supply

6.1.1.2 PLC - CPU

6.1.1.3 UPS Unit

6.1.1.4 Any system component which could affect door or gate controls for greater than eight hours.

7.1.2 Norment Security Assurance shall train two Owner designated technicians to provide the support as described above. Norment shall respond in accordance with the Service Response Category definitions as described above.

### 7.2 Lightning

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# Norment Security Assurance

7.2.1 In the event that there is evidence that damage due to lightning occurs to the systems covered by this Service and Maintenance Agreement, Norment Security Assurance shall identify the nature and extent of the damage and faults.

7.2.2 This Service and Maintenance Agreement does not cover damage beyond the control of Norment Security Assurance, including restoration of circuits or equipment caused by power surges or transients due to failure of grounding or surge suppression devices. Norment will document the nature and extent of the damage and make recommendations for necessary repairs.

## 7.3 Existing Conditions

This Service and Maintenance Agreement is based on maintaining the Security Electronics and Control System at its present level of operation. If repairs, upgrades, or modifications to the control system are required to bring it up to proper operation, the costs associated with this upgrade shall be determined by Norment Security Assurance and the work shall be performed as a prerequisite to this contract being executed.

## 8.0 PRICE QUOTATION

	Quotation
8.1 <u>Scheduled Maintenance</u>	
8.1.1 Semi-Annual Inspections	\$ 48,500 (1/2 for 6 months) = 24,250.0
8.2 <u>Non-scheduled Maintenance</u>	
8.2.1 Standard Service	\$ Per Call At Prevailing Rates
8.2.2.1 Preferred Customer Status	\$ 5,000 ÷ 2 = 2500
8.2.2.2 Emergency Service	\$ Per Call At Prevailing Rates
8.2.2.3 Emergency Service Open P.O.	\$ 5,000 <sup>1</sup> Done
8.3 <u>Document Maintenance</u>	\$ Included
8.4 <u>Maintenance Reports</u>	\$ Included
8.5 <u>Spare Parts Inventory</u>	\$ Not Included
8.6 <u>Extended Warranty Coveraae</u>	\$ Not Included
8.7 <u>Software Enhancements</u>	\$ As Quoted
8.8 <u>Staff Training</u>	\$ Included
8.9 <u>Svstem Consultation</u>	<u>\$ Included</u>

**TOTAL ANNUAL COST:** \$ 53,500

<sup>1</sup> Open PO is used as service is provided and is not an annual expense



**ACORD. CERTIFICATE OF INSURANCE**DATE (MM/DD/YY)  
12/19/00

ROD KNOX

R.C. Knox and Company, Inc.  
One Goodwin Square  
Hartford, CT 06103-4305THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY

A Employers of Wsusau

0171

COMPANY

B Athena Assurance Company

COMPANY

C St. Paul Insurance Company

COMPANY

D

INSURED

Norment Security Group, Inc.  
6144B Industrial Way  
Livermore, CA 94550

## COVERAGES:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD  
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS  
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROS	152107080817	11/28/00	11/28/01	GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP A \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$100,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	152108080817	11/28/00	11/28/01	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	900BA5987	11/28/00	11/28/01	EACH OCCURRENCE \$10,000,00 AGGREGATE \$10,000,00 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL CYCL	151103080817	11/28/00	11/28/01	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$100,000 DISEASE-POLICY LIMIT 5500,000 DISEASE-EACH EMPLOYEE \$100,000
	OTHER /Installation Floater	TE0690190717	11/28/00	11/28/01	Limit: \$5,000,000 Temp Loc: \$100,000 /In Transit: \$100,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The county of Santa Cruz, its officials, employees, agents and volunteers  
are added as an Additional Insured as respects the operations and  
(See Attached Schedule.)

## CERTIFICATE HOLDER

County of Santa Cruz Detention  
Bureau  
259 Water Street  
Attn: Sr. Dept. Admin. Analyst  
Santa Cruz, CA 95060

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

R. C. Knox and Company

**DESCRIPTIONS (Continued from page 1.)**

activities of, or on behalf of, the Named Insured performed under  
agreement with the County of Santa Cruz.

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