

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
CLIMATEC, LLC**

THIS AGREEMENT is made and entered into this 13th day of September, 2023, by and between the **CITY OF THOUSAND OAKS**, a municipal corporation (hereinafter referred to as "City"), and **CLIMATEC, LLC** (hereinafter referred to as "Service Provider"). City and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform the services described in Section 2. Service Provider warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Service Provider are as follows and are more particularly described in **Exhibit "A"**: security systems maintenance, service, and repairs at various City facilities. Service Provider shall deliver to City the deliverables defined in **Exhibit "A"** for the equipment listed in various locations per **Exhibit "D."**

3. COMPENSATION AND PAYMENT

(a) **Maximum.** The total compensation earned by or payable to the Service Provider, by City, for any and all services under this Agreement shall not exceed \$1,329,400 (herein "not to exceed amount").

(b) **Rates.** Service Provider shall be paid a fixed sum for preventative maintenance work performed under this Agreement, according to the schedule listed in Service Provider's Schedule of Fees, set forth in **Exhibit "B."** All other work to be billed at the rates listed in **Exhibit "C"** or by negotiated lump sum.

The fixed sum amounts set forth in **Exhibit "B"** shall be binding upon Service Provider until **October 31, 2026**, and the hourly rates set forth in **Exhibit "C"** shall be binding until **October 31, 2024**, after which time new rates may be agreed upon only by execution of a written Amendment to this Agreement. (City is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due Service Provider for all work described under this Agreement.

(c) **Payment.** All payments shall be made within 30 days after receipt of written verification from the Service Provider of the actual compensation earned, in a form satisfactory to City's Project Manager.

(d) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Service Provider's Rate Schedule marked **Exhibit "C"**.

4. CITY PROJECT MANAGER AND SERVICES BY CITY

- (a) The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is, Elizabeth Perez, Facilities Manager.
- (b) City is to provide the following services under this Agreement:
 - a. Log-in credentials to all security systems
 - b. Access to all facilities where service is to be performed.

5. TERMS OF PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the rights to retain, employ, or contract with other qualified services providers during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws as well as with Ventura County and City of Thousand Oaks ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The contract prices shall include provision for all taxes that the Service Provider is required to pay. Service Provider is responsible for all taxes required to be paid under this Agreement.

Permits and Licenses. Service Provider shall procure all permits and licenses, pay all charges and fees, and give all necessary or legally required notices.

Prevailing Wage. Service Provider may be obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of

the Service Provider to understand the California Labor Code shall in no way relieve Service Provider from any obligations.

Apprenticeship. Labor Code section 1777.5 requires the use of qualified apprentices by all trades, regardless of the dollar amount of their portion of the work, on public works contracts over \$30,000. Apprentices shall be used at no less than the ratio required by law, and shall be paid at the prevailing wage for apprentices in the trade for which they are registered. It is Contractor's sole responsibility to ensure that they and their subcontractors comply with the specific requirements of section 1777.5

Department of Industrial Relations Requirements. The Work may be subject to the payment of not less than prevailing wages under California Labor Code Section 1770 et seq. The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5.

Safety Provisions. Service Provider shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

Preservation of City Property. Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of Service Provider's operations, it shall be replaced or restored within a reasonable time at Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when Service Provider began work.

Subcontractors. Service Provider shall be solely responsible for ensuring that any subcontractors used in completing tasks under the Agreement comply with all pertinent laws and regulations as well as the relevant terms of this Agreement. City shall have no obligation to monitor or oversee subcontractors.

Immigration Act of 1986. Service Provider warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Service Provider Non-Discrimination. In the performance of this work, Service Provider agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

Work Delays. Should Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials,

equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and Service Provider.

Inspection. Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its contract requirements.

Audit. Service Provider shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination or expiration of this Agreement. Service Provider agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Service Provider shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Service Provider with respect to this Agreement, if allowed by this Agreement.

Confidentiality. Service Provider acknowledges that City has revealed, or may have to reveal, to Service Provider certain confidential, proprietary and or trade secret information concerning City's products, employees, features and services, some of which may not have been announced and are generally not publicly available, and such information may include, without limitation, certain specifications, designs, plans, drawings, hardware, software, data, business information or names and job positions and responsibilities of its employees or independent contractors, collectively "Confidential Information". Service Provider agrees to take all necessary and appropriate action to maintain any such confidential information in confidence and in a manner adequate to protect City's proprietary right. All Confidential Information, in whatever form provided, will remain the property of CITY.

6. TERM, PROGRESS AND COMPLETION

This Agreement shall expire on October 31, 2026 unless Service Provider's authorized work assigned before the expiration of the term is not completed by that date. If work has not been completed during the allotted Agreement period, the terms and conditions of the Agreement, including all rights and obligations, shall remain in effect and bind the parties until the work is completed.

City Manager or his or her designee shall have the authority to extend the term of this Agreement in writing no more than two (2) separate times, for a period of one year each providing there are sufficient funds remaining to cover the annual cost.

Service Provider shall not commence work on the services to be performed until
(i) Service Provider furnishes proof of insurance as required by paragraph 9 below, and
(ii) City gives written authorization to proceed with the work provided by City's Project Manager.

7. NO ASSIGNMENT

This Agreement is not assignable by Service Provider without City's prior consent in writing.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. Service Provider holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Service Provider, to Service Provider's employees, to Service Provider's contractors or subcontractors, or to the owners of Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Service Provider's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Service Provider, or should City otherwise find Service Provider's legal counsel unacceptable, then Service Provider shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. Service Provider shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Service Provider's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Service Provider's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by

an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Service Provider shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Service Provider will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) **Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Service Provider shall, at Service Provider's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including with limitation, blanket contractual liability.

(b). **Automobile Liability:** Service Provider shall, at Service Provider's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Service Provider arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Service Provider shall, at Service Provider's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Service Provider shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers for all work performed by Service Provider, its employees, agents and subcontractors.

If the Service Provider maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Service Provider shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Service Provider, or City will withhold amounts sufficient to pay premium from Service Provider's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Service Provider ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Service Provider, City and Service Provider may renegotiate Service Provider's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Service Provider's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Service Provider's insurance and shall not contribute with it and be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its officers, officials, employees or volunteers or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives his own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

(a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.

(b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.

(c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Service Provider shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Service Provider's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and in no event shall Service Provider be considered an officer, agent, servant, or employee of City. Service Provider shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

11. TERMINATION BY CITY

City Manager or his or her designee may terminate any portion or all of the services agreed to be performed under this Agreement by notifying Service Provider in writing ten (10) calendar days prior to any termination. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for

the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

12. CORRECTIONS

Service Provider shall correct, at its expense, all errors in the work which may be disclosed during City's review of Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Service Provider.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Service Provider for anything done, furnished, or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Service Provider, its employees, subcontractors, agents and consultants.

14. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

15. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer

of any land within City or with a City franchisee, Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

16. NON-APPROPRIATION OF FUNDS

Payments due and payable to Service Provider for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Service Provider services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. TAXPAYER IDENTIFICATION NUMBER

Service Provider shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

20. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval by the City Manager, or his designee, and Service Provider.

21. AUTHORIZATION

22. PARTIAL INVALIDITY

23. NOTICES

TO CITY: Facilities Manager
Finance Department
City of Thousand Oaks
2100 E. Thousand Oaks Boulevard
Thousand Oaks, CA 91362

24. SIGNATURES

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In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CLIMATEC, LLC

By: Bob Peppe
Title: Operations Director

By: Astrid Cardenas
Title: Service Manager

ATTEST:

CITY OF THOUSAND OAKS

Laura B. Maguire, City Clerk

Kevin McNamee, Mayor

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

APPROVED AS TO FORM:
Office of the City Attorney

Jaime Boscarino, Finance Director

Tracy Friedl, Assistant City Attorney

CLIMATEC, LLC
Security Systems Maintenance and Services

Scope of Work

Service Provider shall provide the following scope of work including all equipment listed in attached **Equipment List – Exhibit D**.

1. **SECURITY SYSTEMS MAINTENANCE:** Service Provider shall provide scheduled system inspections and preventive maintenance following manufacturer guidelines. Service Provider shall provide routine on-site software backups a minimum of once every 6 (six) months.
2. **EMERGENCY SERVICE:** Service Provider shall provide on-call service for video security systems, intrusion and access systems 24 hours per day, 7 days per week, 52 weeks per year including holidays to minimize downtime and inconvenience, and dispatch service personnel or emergency services as required.
3. **CONTRACT MANAGEMENT & ADMINISTRATION:** Service Provider shall provide dedicated account management to coordinate the delivery of these services, including scheduling of technicians, materials, and parts.
4. **COACHING/TROUBLESHOOTING:** Service Provider shall be on-site monthly to troubleshoot non-functioning devices and review/evaluate software alerts per the schedule of hours listed on **Exhibit B Pricing Schedule**.
5. **PREVENTATIVE MAINTENANCE:** Service Provider shall, on a regular, scheduled basis (quarterly, bi-annually, annually per original equipment manufacturer's recommendations) provide preventive maintenance on the components of the City of Thousand Oaks' security systems. This program of standard maintenance routines is determined by manufacturer's recommendation, Service Provider recommendation, equipment application, and location.
 - a. Genetec System:
 - i. Provide routine on-site software updates and backups and all Genetec updates as recommended by manufacturer.
 - ii. Run Health Check report and review all alarm warnings and outstanding Health Check items during monthly site visits.
 - iii. Set-up Genetec self-check report for each location to be emailed to key Facilities staff as determined in start-up meeting.
 - b. Genetec Server(s):

- i. Run test on and inspect unit drive to ensure operation.
 - ii. Review archive history/reports and verify requirement of 365 days of storage.
 - iii. Perform configuration file back-up.
 - iv. Verify host fan operation.
 - v. Verify power supply voltages.
 - vi. Check all electrical wiring and tighten loose connections.
 - vii. Review history reports for improper system operation.
 - viii. Run software storage utility.
 - ix. Verify system resources capacity.
 - x. Report any damaged or non-functioning equipment.
 - xi. Clean workstation screen and keyboard.
 - xii. Clean workstation air filter as recommended by manufacturer.
- c. Access Control System: A visual inspection and operational test of the covered components of the access control system is performed annually (25% of system - 4x per year) to ensure that all devices are operating properly, inspected and tested a minimum of once per year unless specified more per manufacturer's recommendations. The equipment shall also be checked for damage and proper electrical connections. Devices are exercised to determine proper entry grant or entry denial, verification of door status alarm operation and exit requests, test of controller/terminal communications, and operation of standby supplies on battery power and activation of lock hardware to ensure capture and release of doors occurs as intended.
- d. Access Control Tasks:
 - i. Clean, operate and test devices per manufacturer's recommendations.
 - ii. Confirm devices are mounted securely and connections are secure.
 - iii. Verify read range of all card readers.
 - iv. Perform 10 valid card reads.
 - v. Replace batteries as required.
 - vi. Note any wear and tear and/or damage to any devices.
 - vii. Review reports for errors/faults/warnings.
- e. Duress Button Task: Test all buttons quarterly for correct operation and reporting to monitoring station.
- f. Intrusion Detection System: Provide an annual visual inspection and operational test of the covered components of the intrusion detection system is performed to investigate for damage, misalignment, tampering or obstruction of devices. Operational testing insures proper detection of entry

into protected areas or space. All peripheral alarm devices shall be tested for alarm indication and receipt of the alarm message at the monitoring point.

g. Intrusion Detection Tasks

- i. Test motion devices for correct field of view.
- ii. Clean all devices and cabinets.
- iii. Verify that all devices are securely mounted.
- iv. Test devices for correct operation.
- v. Verify history report for proper reporting.
- vi. Inspect power supply for signs of overheating.
- vii. Note any wear and tear and/or damage to any devices.
- viii. Arm/disarm the system several times.
- ix. Measure battery voltage and replace batteries when required.
- x. Verify control is receiving proper signals.

h. Video Monitoring System (VMS): A visual inspection and operational test of the covered components of the closed-circuit video monitoring system shall be performed annually (25% of system - 4x per year) and all devices are inspected and tested a minimum of once per year. Service Provider shall verify transmitted picture quality, inspect cable connections, alignment, and seals. Service Provider shall activate cameras for proper movement and operation, activate controllers and motors for proper response to automatic or manual commands and check the operation of switchers for proper settings and sequencing of inputs. DVR's and other recording devices shall be checked for proper speed, settings, picture quality and response to alarm activation.

i. VMS Tasks

- i. Clean all devices where possible
- ii. Verify that all connections are free of damage and secure
- iii. Verify power source for correct voltage
- iv. Verify camera's focus
- v. Verify all control functions are operating
- vi. Update firmware as required (if available on existing cameras).

j. Access Card Badging Equipment: A visual inspection of the badging equipment shall be performed annually to investigate for damage, misalignment, tampering or obstruction. Operational testing of the badging equipment shall also be performed to ensure proper system operation so that the quality of the finished badge is maintained. Perform maintenance on printer per manufacturer's specifications.

6. ON-SITE RESPONSE/SOFTWARE SUPPORT/COACHING/SCHEDULING

Service Provider shall comply with the following response times unless otherwise agreed to in advance with City.

Attribute	Response
Response time - onsite for critical components	4-hour response
Response time - onsite for non-emergency	Next business day response
Hours of Preventative Maintenance Service	Normal Business hours
Response Window	24 x 7
Preventative Maintenance Scheduling	Maintenance schedule shall be provided for each location during quarterly meetings and at a minimum 7 days in advance.

GENERAL CONDITIONS OF THE CONTRACT

SERVICE PROVIDER will provide, but not be limited to the following services:

- A. Provide technicians on call twenty-four (24) hours a day, seven (7) days a week.
- B. Provide on-call replacement or repair of equipment and parts as needed as authorized as City under Extra Services. Parts which have been replaced shall be tested to make sure that they are the cause for the malfunction.
- C. Provide a twenty-four (24) hour single phone number to reach supplier's dispatch for City to request service.
- D. Provide City with a documented escalation process to be followed in the event required service timelines are not being met or are at risk of not being met for a service request. An escalation contact should be available 24/7.
- E. Genetec certifications of field technicians shall be provided to City upon request.
- F. Provide necessary tools to complete work at all City locations such as, but not limited to: laptop computer and necessary software, ladders, etc.
- G. Service Provider will assign a person as City's main contact to work with for the duration of the term of the Contract.

- H. Maintain ownership of all service requests from start to completion. Any deviation or delays shall be communicated promptly to a CITY authorized personnel. SERVICE PROVIDER will commit to taking full ownership of problems and follow through with them until the issue is resolved. When an immediate repair/replacement cannot be made, SERVICE PROVIDER will keep CITY informed of the status on any open issues, what has been done and what is being done to correct the current issue. SERVICE PROVIDER will lead all aspects of the service request to ensure successful and timely completion.
- I. SERVICE PROVIDER technicians will be responsible for, but not be limited to the following:
 - a. Maintain a thorough knowledge of all equipment used by CITY.
 - b. Contact CITY (or site representative as determined by City) upon arrival at the location where service is requested.
 - c. Verify final acceptance test with CITY to verify that all repairs have been made and equipment is operating properly.
 - d. Attempt to make all necessary repairs at initial on-site visit. If complete repairs cannot be made, attempts shall be made to allow CITY to maintain operation and security of the location. Contact CITY representative upon departure at the location where service is requested.
 - e. When necessary to complete testing, SERVICE PROVIDER will provide a second technician as needed.
 - f. During initial PM, technician will evaluate and define any deficiencies in service report.
 - g. Minor repairs such as tightening, adjustments, etc. will be provided as part of the PM service. Other major repairs would be based on approved rates or agreed upon lump sum costs.
- J. WARRANTY - SERVICE PROVIDER will provide a one (1) year warranty on all equipment unless the manufacturer's warranty is longer, then the longer warranty period will prevail. This warranty will apply to all new and replacement equipment beginning on the date of install or repair completion as reported by SERVICE PROVIDER. Labor is warranted for 30 days.
- K. QUALITY - SERVICE PROVIDER and their subcontractors will follow the generally known best-practices in the security equipment industry.
- L. All SERVICE PROVIDER technicians will be required to wear identifiable uniforms and/or identification that clearly distinguishes them as representatives from SERVICE PROVIDER.
- M. IMPLEMENTATION PLAN - Plan will include but not be limited to the following:
 - a. Kick off meeting

- b. Coordinate all resources to include staff from CITY and SERVICE PROVIDER, technicians, PM's, Account Managers etc.
 - c. Review of plan and approval with CITY.
 - d. Create, review and finalize reporting requirements.
 - e. Create PM schedule plan.
- N. TRAINING AND CERTIFICATION - SERVICE PROVIDER will provide all necessary training to their Project Manager, Technicians and Sub-contracted Technicians. This training will enable these individuals to service City sites appropriately. Training will include but not be limited to: safety and product-specific training as well as Genetec certification. SERVICE PROVIDER will also ensure that all Project Managers and Technicians (to include sub-contractors) are properly certified in their technical field.
- O. INVOICE DOCUMENTATION - All invoices shall at a minimum include the following information:
 - a. Location service provided
 - b. Detail of service provided such as: Labor hours, Parts & description, Date of Service, and Cost
 - c. Suppliers work order number
 - d. CITY's contact person who called in request for service
 - e. CITY's location
- P. SERVICE REPORTS - SERVICE PROVIDER will email and provide electronic copy of reports to CITY that will include the details of purchases and service. Report will include, but not be limited to the following information: date and location of service, detail of service (labor hours, parts (# and description), CITY's contact person who called in request for service.
- Q. MEETINGS - SERVICE PROVIDER and CITY will meet in-person quarterly or as needed to discuss implementation plans and delivery of service and topics such as: reporting, system (software or hardware) upgrades, any cost savings initiatives, etc. All meetings will be conducted at no additional cost to CITY.

EXHIBIT B

CLIMATEC, LLC
Security Systems Maintenance and Services

PRICING SCHEDULE

Location		Term Period	Term Period	Term Period	Coaching/ troubleshooting hours per year.
		(10/1/2023 – 9/30/2024)	(10/1/2024 – 9/30/2025)	(10/1/2025 – 9/30/2026)	
1	Civic Arts Plaza – 2100 E. Thousand Oaks Blvd.	\$16,872	\$17,100	\$17,328	32
2	Conejo Recreation and Park District (Tenant) – 403 W. Hillcrest Dr.	\$2,664	\$2,700	\$2,736	8
3	National Park Service (Tenant) – 401 W. Hillcrest Dr.	\$2,960	\$3,000	\$3,040	8
4	Newbury Park Library and Community Gallery – 2331 Borchard Rd.	\$3,404	\$3,450	\$3,496	8
5	Grant Brimhall Thousand Oaks Library – 1401 E. Janss Rd.	\$4,144	\$4,200	\$4,256	8
6	Transportation Center – 265 Rancho Rd.	\$7,854	\$7,950	\$8,146	8
7	Municipal Service Center – 1993 Rancho Conejo Blvd.	\$7,114	\$7,200	\$7,386	8
8	Household Hazardous Waste Facility – 2010 Conejo Center Dr.	\$3,404	\$3,450	\$3,496	8
9	Hill Canyon Treatment Plant – 9600 Santa Rosa Rd.	\$10,518	\$10,650	\$10,882	8
Annual Total		\$58,934	\$59,700	\$60,766	96

PRICING SCHEDULE
continued

SUMMARY OF TOTAL COSTS

3 -Year Scheduled Service and Maintenance Total	\$ 179,400
Reserve*	\$ 1,150,000
Total Contract Not-to-Exceed	\$ 1,329,400

*Reserve to be used as described in Section 3(d) of Agreement. Available Reserve funds may also be used to cover Optional Years 4 and 5 extensions. All increases in fees must be approved by City in writing and must be within the current not-to-exceed amount.

General Note: Costs include all lifts and equipment required to access equipment for maintenance

EXHIBIT C

CLIMATEC, LLC
Security Systems Maintenance and Services

COST SCHEDULE
(Rates good through Sep. 30, 2024)

Hourly Labor Rates:	Cost
1. Security Service Technicians	\$148 per hour
2. Overtime	\$222 per hour
3. Sundays & Holidays	\$296 per hour
Miscellaneous Fees:	
1. Truck Charge	\$75
2. Material Mark Up	28%
3. Two hour minimum.	
4. One hour minimum travel time.	

EXHIBIT D

CLIMATEC, LLC
Security Systems Maintenance and Services

EQUIPMENT LIST

	Location	Quantities				
		Cameras	Card Readers	Duress Buttons	Door Contacts	Archivers
1	Civic Arts Plaza	92	86	12	101	3
2	Grant Brimhall Thousand Oaks Library					
	2a) Main Library	11	15	3	15	1
	2b) Children's Library	11	9	1	9	1
3	Newbury Park Library					
	3a) Library	7	7	2	7	1
	3b) Gallery	5	1	-0-	1	
4	401 W. Hillcrest Dr.	7	-0-	-0-	-0-	1
5	403 W. Hillcrest Dr.	11	-0-	-0-	-0-	1
6	Transportation Center	33	4	-0-	4	1
7	Hill Canyon Treatment Plant	42	24	-0-	-0-	1
8	Municipal Service Center	23	NA – Under separate contract.	-0-	-0-	1
9	Household Hazardous Waste	14	NA – Under separate contract.	-0-	-0-	-0-