



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** SEPTEMBER 26, 2017

From: Laura Marks, Administrative Sergeant **Item No:** 17
Apple Valley Station

Frank Bell, Captain
Apple Valley Station

Subject: ADOPT BUDGET AMENDMENT NO. 2018-04 APPROPRIATING HOMELAND SECURITY GRANT FUNDS AND LAW ENFORCEMENT FACILITIES FUNDS FOR THE PURCHASE OF SECURITY CAMERAS FOR PHYSICAL PROTECTIVE MEASURES

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION

It is recommended that the Town Council;

- 1) Approve receipt of the Homeland Security Grant funding in the amount of \$25,426 and adopt Budget Amendment Number 2018-04 appropriating the grant funding and \$11,000 in additional funding from the Law Enforcement Facilities Fund; and,
- 2) Authorize the Town Manager and/or Assistant Town Manager to execute the agreement with the Homeland Security Grant Program through the Governor's Office of Emergency Services to distribute the funds to Convergent Technologies for purchase of a security camera system at the Police Building; and,
- 3) Authorize the Town Manager and/or Assistant Town Manager to execute the agreement with Convergent Technologies in the amount of \$10,980 for the purchase of five additional cameras not funded by the HSG grant.

BACKGROUND

The Town has received funds from the Homeland Security Gant Program over the last several years. The funds are distributed to various law enforcement jurisdictions based upon population. The funds are intended to be used to prevent, protect against, mitigate, respond to and recover

from threats, hazards, and acts of terrorism. The funds are distributed through the Governor's Office of Emergency Services. Based upon the projected allocations outlined in the 2016 Homeland Security Grant funding, the Town is scheduled to receive grant funding in the amount of \$25,426. This amount is \$3,426 greater than the previous estimate of \$22,000.

Previously, the Homeland Security Grant funds have been used for enhancing the infrastructure of the Police Station by providing funding for a block wall perimeter fence along with solid, metal automatic gates. Due to incidents involving subjects attempting to film the internal operations of the police station, along with subjects breaching and stealing from within the secured yard, the block wall and gates were necessary to improve the security of the station.

While considering various uses of the grant funding, the need for a camera surveillance system became apparent. Surveillance cameras are a common product used to prevent and/or deter theft and to prevent civil litigation on false claims. The surveillance cameras are necessary for the safety and security of our deputies, patrons, and fellow town employees.

The police station sought out vendors for a security surveillance system including security cameras designed to monitor the exterior of the building via closed circuit cameras and the installation of the computer system to support the operation of the cameras. The computer system had to be compatible to the existing systems commonly used by the station and accessible via computer access to be viewed remotely. Convergent Technologies was not only competitive in pricing, but also compatible to the current databases maintained at the police station.

In addition to the 5 exterior cameras, Convergent Technologies provided a bid for 5 additional cameras needed to complete the security enhancement project. The initial 5 cameras will be strategically placed to capture various points of the exterior of the police station. The 5 additional cameras would include one camera inside the public lobby, one camera inside the live-scan room, and 3 additional cameras on the exterior of the building to provide optimal coverage of the police station exterior.

The Law Enforcement Facilities DIF funds were initially designated for an awning in the secured parking area of the police station and additional storage lockers for deputy issued equipment. The complete installation of the cameras both externally and internally superseded the need for the awning and lockers this year. An appropriation of \$11,000 from the Law Enforcement Facilities DIF Fund for the purchase of five additional cameras will complete the security surveillance camera system installation.

ANALYSIS

The Homeland Security Grant funds must be used for Public Safety purposes and are recommended to be allocated for additional security cameras and supporting equipment. There are no local matching funds required for the Homeland Security Grant Program.

The Law Enforcement Facilities DIF Funds were already designated for police department use and it is recommended the funding be re-appropriated for the completion of the surveillance cameras.

FISCAL REVIEW

Based on the projected allocations outlined in the 2016 Homeland Security Grant funding, the Town was scheduled to receive a grant award in the amount of \$22,000. The amount of the grant award is \$3,426 greater than the previous estimate of \$22,000. No local matching funds are required for use of the HSG funding. The grant award will cover the full cost of the purchase of the additional security cameras purchased with grant funding.

Five additional cameras are recommended to be purchased with \$11,000 in funds from the Law Enforcement Facilities (DIF) Fund. These funds were previously programmed for the purchase of an awning and lockers to be installed within the secured parking area at the police department. Completion of the security surveillance camera system installation was deemed a higher priority. Funding is available within the Law Enforcement Facilities Fund for this purpose.

CONCLUSION

The Staff recommended approval by Town Council of Budget Amendment Number 2018-04 to appropriate the grant funding, and additional funding from the Law Enforcement Facilities Fund, and authorization of appropriate staff to execute the Convergent Technologies agreements, will allow for the installation of much needed surveillance cameras to enhance the security of the police station.

ATTACHMENTS:

1. Budget Amendment Number 2018-04
2. Proposed Convergent Technologies Agreement
3. Proposed Convergent Technologies Agreement for Additional Cameras



**TOWN OF APPLE VALLEY
BUDGET AMENDMENT REQUEST**

Requesting Department	Prepared By	Date Prepared
Police Grants	Mark Shaker	September 19, 2017

REVENUES AND OTHER FINANCING SOURCES

Account Description	Fund	Dept	Account No.	Amendment Amount	PR
Police Grants	2610	2519	6927-0000	3,426	
Appropriation from Fund Balance	4720	3600	0000	11,000	DNP
REVENUE TOTAL				14,426	

EXPENDITURES AND OTHER FINANCING USES

Account Description	Fund	Dept	Account No.	Amendment Amount	PR
Homeland Security Grant	2610	2519	7370-0000	3,426	
Law Enforcement Facilities Fund	4720	1200	9120-0000	11,000	
EXPENDITURE TOTAL				14,426	

PURPOSE

To amend 17-18 budget to increase initial Homeland Security Grant revenue estimates to actual and to appropriate the additional grant funds and additional funding to be utilized in the 17-18 Budget Year for the purchase of security cameras.

Department Director	Date	Finance Mgr. / Dir. of Finance	Date

Town Manager	Date	Entered by	Date



1667 N. Batavia, Orange, California 92677
Phone Mobile (949) 940-6428
Fabian.Escalante@convergent.com

May 16, 2017

San Bernardino Sheriff's Department
14931 Dale Evans Pkwy
Apple Valley, California 92307
Attention: Kenny Hansen

Quotation: FE00049328P
License: C10 #986407

Reference: Apple Valley Station - V2

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 2nd largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

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Scope of Work

Convergint Technologies' scope of work includes furnishing, installing, programming and commissioning the material listed in the attached bill of materials (BOM) as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal. All labor complies to Prevailing Wage and TCPN labor rates.

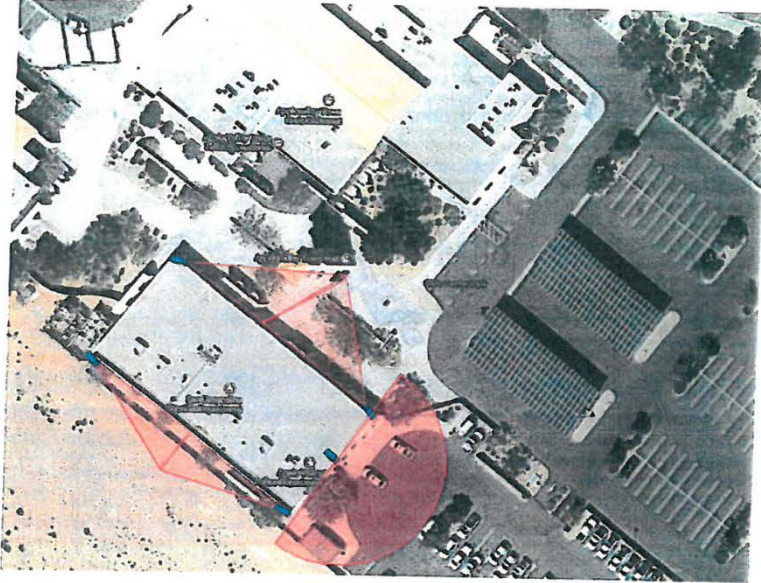
The scope of work will include the installation of a Genetec video surveillance system at the San Bernardino Sheriff, Antelope Valley Station. The project will include the installation of 5 new outdoor high definition cameras. Convergint will provide installation staff, project specialists, and project management to oversee full turn-key solution.

All new cameras will include new category 6 cabling pulled back to the station's communication room where Convergint will install a new Cisco 24 port switch. Convergint will install, aim & focus all cameras, install new network cabling, install the server, and switch. Convergint will commission the entire system for a full turn-key solution. Customer to provide equipment rack for server, UPS, electrical circuits and IP addresses. Genetec licensing is included for 5 cameras together with a 1 year software maintenance agreement from Genetec.

Warranty

Convergint will provide a one year labor warranty and a one year material warranty on equipment provided by Convergint. Provision of labor and materials after the first year will be billed on a time and materials basis.

Drawing below is a sample illustration of camera deployment and may not accurately reflect camera positions or viewing angles.



Bill of Materials

Line	Qty	Part	Description	Manufacturer	Unit Price	Extended Price
1	Apple Valley Station					
2	4.00	AXIS P3225-LVE MKII 0955-001	Day/night fixed dome with support for OptimizedIR with built-in adaptable IR illuminators, and WDR – Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max full HDTV 1080p/2MP resolution at 60 fps. Axis' Zipstream technology for reduced bandwidth and storage needs. Video motion detection and active tampering alarm. Memory card slot for optional local video storage. Power over Ethernet. Midspan not included. Includes mounting bracket for wall/ceiling or junction boxes.	Axis	\$ 671.41	\$ 2,685.64
3	1.00	AXIS Q3708-PVE	AXIS Q3708-PVE is a fixed dome network camera with three sensors. It gives you a 180° panoramic overview of large areas using a single camera. And it's perfect for use in challenging light conditions, both during the day and at night.	AXIS	\$ 1,816.20	\$ 1,816.20
4	1.00	AXIS T91G61 WALL MOUNT 5506-951	The aluminum IP66, NEMA 4X and IK10 rated AXIS T91G61 Wall Mount is designed to accommodate and safely protect accessories e.g. a midspan inside the mount. Quickly and easily connect power and data via the pre-mounted IP66 rated RJ45 connector. Compatible with AXIS Q3709, AXIS P55, P56, Q60 and Q61 Series cameras.	Axis	\$ 165.54	\$ 165.54
5	2.00	556609-5	23-4P CAT6 PLENUM BLUE 1000FT	WINDY CITY	\$ 309.46	\$ 618.92
6	1.00	SF-205648	20-5648 48-Port Cat6 Universal Network Patch Panel, DataCommCAT6 P-PANEL 48-PORT, Data Comm Electronics Inc	ADI	\$ 158.09	\$ 158.09
7	1.00	MISC-HW	MISC-HARDWARE	ADI	\$ 405.41	\$ 405.41
8	Communications Room Equipment					
9	1.00	SV32V2-16TB-GSC-UNIF	SV-32v2 with 16TB including Security Center Omnicast/Synergis software (International power cords sold separately): - 1 Directory for up to 32 cameras - 5 client/user connections - Plan Manager Basic - Alarm Management - Advanced Reporting - System Partitioning - Zone Monitoring - IO Module support - Email Support - Macro Support (actual macros sold separately) - All languages supported	Genetec	\$ 3,223.65	\$ 3,223.65
10	5.00	SV32V2-1C-GSC	1 camera connection	Genetec	\$ 105.41	\$ 527.05
11	1.00	ADV-SV32-1Y	Genetec™ Advantage Flat Rate for 1 SV-32 system – 1 year	Genetec	\$ 439.19	\$ 439.19
12	1.00	WS-C2960X-24PD-L	Cisco 24 port PoE+ 2 SFP+LAN BASE 370W	Cisco	\$ 3,123.61	\$ 3,123.61

Equipment Total	\$	13,163.30
Total Labor/Other Costs	\$	10,560.00
Freight/Warranty	\$	654.54
Tax If Applicable	\$	1,020.16
Total Project Price	\$	25,398.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation and materials are excluded unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide equipment rack, UPS, electrical circuit and IP addresses.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
10. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

	Items Included
Applicable Taxes	Freight (prepaid)
Installation of CCTV Cameras	Installation of Network Cabling to IP Cameras
Installation of Video Recorders (DVR/NVR)	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Project Management
Record Documentation (As-Built)	Servers by Convergent
System is Design-Build	System Programming
Testing of all Proposed Devices	Workstations by Others

	Items Excluded
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridal Rings
Installation of Conduit, Boxes and Fittings	Installation of Control Equipment Enclosures
Installation of Control Panels	Installation of Intercom Systems
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	On-Site Lockable Storage Facility
Operations & Maintenance Manuals	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Riser drawing with home run wiring
Servers by Others	Specialty Backboxes
Submittal Drawings	System Engineering
System Meets Plans/Drawings	Terminal Cabinets
Termination of Control Equipment Enclosures	Vertical Core Drilling
Wire	Workstations by Convergent

Total Project Investment: **\$ 25,398.00**

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Fabian Escalante

Convergent Technologies
Fabian Escalante

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Kenny Hansen _____	May 16, 2017 _____
Customer Name (Printed)	Date
_____	_____
Authorized Signature	Title

Convergint Technologies' Install Terms & Conditions
 Throughout this Installation Proposal, the term "Convergint" refers to the Convergint Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergint Technologies LLC" or "Convergint Technologies LTD."

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergint and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergint and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

- Convergint agrees in accordance with the mutually agreed project schedule:
- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
 - b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
 - c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
 - d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

- a. To promptly approve submittals provided by Convergint;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergint; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed less than one month, Customer agrees to pay Convergint in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergint, Convergint shall project retention percentage. Convergint shall reserve the right to suspend the Work until paid, and charge Customer an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergint provides the following warranty to the Customer:
 For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint. Upon request of Customer, Convergint will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergint, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergint. If Customer orders any additional work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Other Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, Convergint Technologies' Install Terms & Conditions

Version 1.08 November 2015

but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lightning. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergint hereunder shall be primary to and non-contributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint, pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint; or c) Convergint's lease of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergint is or may be providing monitoring and/or intrusion products which are designed to provide notification of certain events but are not intended to be guaranties or insurances against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergint. Convergint shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergint.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing the Work. Convergint agrees to comply with all reporting requirements imposed by law or this Agreement. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergint.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Version 1.08 November 2015



1667 N. Batavia, Orange, California 92677
Phone Mobile (949) 940-6428
Fabian.Escalante@convergent.com

May 16, 2017

San Bernardino Sheriff's Department
14931 Dale Evans Pkwy
Apple Valley, California 92307
Attention: Kenny Hansen

Quotation: FE00047249P
License: C10 #986407

Reference: Apple Valley Station - V2-b

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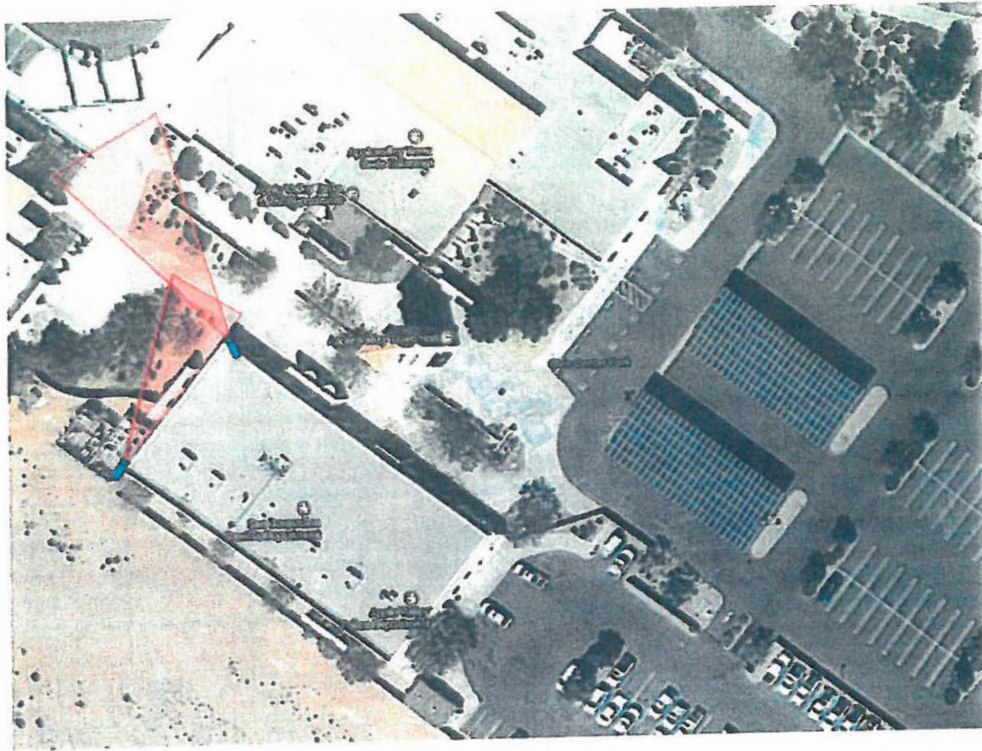
The scope of work will include the installation of 3 new outdoor high definition cameras and 2 new indoor high definition cameras and integrate these into a previously installed Genetec video surveillance system. Convergint will provide installation staff, project specialists, and project management to oversee full turn-key solution.

All new cameras will include new category 6 cabling pulled back to the station's communication room and connect to a previously installed network switch. Convergint will install, aim & focus all cameras, and install new network cabling. Convergint will also provide one 2-hour training session on the use of the system and will install the Genetec video client on one customer provided workstation. Genetec licensing is included for 5 cameras together with a 1 year software maintenance agreement from Genetec.

Warranty

Convergint will provide a one year labor warranty and a one year material warranty on equipment provided by Convergint. Provision of labor and materials after the first year will be billed on a time and materials basis.

Drawing below is a sample illustration of camera deployment and may not accurately reflect camera positions or viewing angles.



Bill of Materials

Line	Qty	Part	Description	Manufacturer	Unit Price	Extended Price
1	Apple Valley Station					
2	3.00	AXIS P3225-LVE MKII 0955-001	Day/night fixed dome with support for OptimizedIR with built-in adaptable IR illuminators, and WDR – Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-Iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max full HDTV 1080p/2MP resolution at 60 fps. Axis' Zipstream technology for reduced bandwidth and storage needs. Video motion detection and active tampering alarm. Memory card slot for optional local video storage. Power over Ethernet. Midspan not included. Includes mounting bracket for wall/ceiling or junction boxes.	Axis	\$ 671.41	\$ 2,014.23
3	2.00	AXIS P3225-LV MKII 0954-001	Day/night fixed dome with support for WDR – Forensic Capture, Lightfinder and OptimizedIR with built-in IR illumination. Discreet, dust and IK08 vandal-resistant indoor casing. Varifocal 3-10.5 mm P-Iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams. HDTV 1080p at 30 fps with WDR, and up to 60 fps with WDR disabled. Axis' Zipstream technology for reduced bandwidth and storage needs. Video motion detection and active tampering alarm. Memory card slot for optional local video storage. Power over Ethernet. Midspan not included. Includes mounting bracket for wall/ceiling or junction boxes.	Axis	\$ 557.13	\$ 1,114.26
4	1.00	556609-S	23-4P CAT6 PLENUM BLUE 1000FT	WINDY CITY	\$ 309.46	\$ 309.46
5	1.00	MISC-HW	MISC-HARDWARE	ADI	\$ 405.41	\$ 405.41
6	Communications Room Equipment					
7	5.00	SV32V2-1C-GSC	1 camera connection	Genetec	\$ 105.41	\$ 527.05

Equipment Total	\$	4,370.41
Total Labor/Other Costs	\$	6,000.00
Freight/Warranty	\$	270.88
Tax If Applicable	\$	338.71
Total Project Price	\$	10,980.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation and materials are excluded unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide equipment rack, UPS, electrical circuit and IP addresses.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
10. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Installation of CCTV Cameras	Installation of Network Cabling to IP Cameras
Loading Software on Customer Provided Computer	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner Training	Project Management
Record Documentation (As-Built)	System is Design-Build
System Programming	Testing of all Proposed Devices

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridal Rings
Installation of Conduit, Boxes and Fittings	Installation of Control Equipment Enclosures
Installation of Control Panels	Installation of Intercom Systems
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Low Voltage Permits	On-Site Lockable Storage Facility
Owner to Provide Static IP Addresses	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring point with to point connections	Patch and Paint
Payment & Performance Bonds	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Vertical Core Drilling	Wire
Workstations by Convergent	Workstations by Others

Total Project Investment:

\$ 10,980.00

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Fabian Escalante

Convergent Technologies
Fabian Escalante

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Kenny Hansen

Customer Name (Printed)

May 16, 2017

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance and in the Agreement Price, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, Convergent Technologies' Install Terms & Conditions

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but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and/or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

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