

**PROFESSIONAL SERVICES AGREEMENT**  
**[Video Management and Surveillance Software and Maintenance Services]**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made at Orange, California, on this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and SIEMENS INDUSTRY, INC., a California corporation (“Contractor”), who agree as follows:

**1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Information Technology Project Manager (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the Assistant City Manager.

**2. Term and Compensation** The term of this Agreement is three (3) years (“Term”), commencing September 22, 2023, and expiring on September 21, 2026 (“Expiration Date”).

**a.** For the first year of the Term, starting on September 22, 2023, and terminating September 21, 2024, total compensation shall not exceed TWO HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED DOLLARS and 00/100 (\$252,400.00).

**b.** The second year of the Term, commencing on September 22, 2024, and terminating September 21, 2025, total compensation shall not exceed THREE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS and 00/100 (\$329,783.00).

c. The third year of the Term, commencing on September 22, 2025, and terminating September 21, 2026, total compensation shall not exceed THREE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS and 49/100 (\$339,676.49).

d. The total not-to-exceed compensation for the services to be rendered for the Term shall not exceed NINE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS and 49/100 (\$921,859.49), without the prior written authorization of City.

e. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

### **3. Payment.**

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred in accordance with the Schedule of Costs attached as Exhibit "A" and incorporated herein.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

**4. Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

**5. Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

**6. Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the

right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A" Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City

will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

**14. Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

**15. Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

**a.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

**b.** Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

**c.** Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**16. Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

**17. Indemnity.**

**a.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

**b.** To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

**c.** Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

**d.** The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

## **18. Insurance.**

**a.** Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

**b.** Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000), per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

**c.** Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

**d.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

**e.** Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

**f.** Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

**g.** The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

**h.** Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

**i.** Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

**j.** Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

**k.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

**l.** Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

**20. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

**21. Compliance with all Laws/Immigration Laws.**

**a.** Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

**b.** If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the

classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR)). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

**c.** Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

**d.** Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

**e.** Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

**f.** Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

**g.** If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to

follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

**h.** Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

**22. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

**23. Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

**24. Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Siemens Industry, Inc.  
6141 Katella Ave  
Cypress, CA 90630  
Attn.: Adam Harrold

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: Information Technology Project  
Manager

Telephone: (714) 454-6804  
E-Mail: adam.harrold@siemens.com

Telephone: (714) 744-2285  
E-Mail: IT-Civic@cityoforange.org

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

**[Signatures on next page]**

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

**“CONTRACTOR”**

**“CITY”**

SIEMENS INDUSTRY, INC.,  
a California corporation

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Melissa M. Crosthwaite  
Senior Assistant City Attorney

**\*NOTE:**  
-- City requires the following signature(s) on behalf of the Contractor:  
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR  
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

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**EXHIBIT “A”**

**SCOPE OF SERVICES**

[Beneath this sheet.]

## **1. SCOPE OF WORK SUMMARY**

### **1.1 OVERVIEW**

- A. The Contractor is required to perform all ongoing maintenance, repair, support services, preventive maintenance including “Moves, Adds, and Changes” (MAC) for the Video Surveillance System (VSS) to ensure that the systems, associated hardware, Interfaces and all their subcomponents are fully functional 24-hours per day, 7 days a week, throughout the term of the Contract for the sole purpose of providing proper, safe and reliable operations of the VSS at City facilities. The VSS operates on the Genetec Security Center 5.9 platform.
- B. The Services consist generally of furnishing all labor, materials, appliances, tools, equipment, services, and supervision required to perform all maintenance and repair / replacement services, preventive maintenance, programming, configuration, related interfaces, testing, troubleshooting, modifications, or installing new VSS cameras and components as necessary, updating all documentation to reflect VSS related components repairs, moves, adds and changes and maintaining an on-site spare parts inventory for all VSS equipment at City facilities.
- C. Contractor is required to provide repair and preventive maintenance services for VSS systems and associated hardware, including signaling devices, relays, switches and other ancillary equipment. Contractor shall provide updates (inclusive of firmware also) to the VSS programs, servers, desktop clients, and install new clients as needed. Additional equipment, software, and components, referenced throughout this Scope of Services and its attachments are all part of the repair, preventive maintenance, and support services under this Contract.
- D. VSS is a critical security component required to function in support of City’s Facility Security Plan. The Contractor must ensure the scalability and maintainability of City’s VSS environment. VSS consists of multiple systems, subsystems, and respective components that manage/control video monitoring and recording through numerous points at City facilities.
- E. Additional/existing locations and/or number of VSS devices may be added or removed at the City’s discretion.
- F. Prior to performing service contractor is required to submit a letter certifying the technician is Genetec certified, and has passed proper background checks. Letter must be submitted to City before technician is assigned to work at any City sites. Contractor shall be responsible for backgrounds checks.
- G. The Contractor shall communicate with various City Department points of contacts (e.g.,

IT Department, Police, Library, and Parks personnel) to coordinate schedule and staffing at each site prior to commencing any maintenance or repair work.

- H. The Contractor shall be required to maintain, at all times, a record of the services provided by type of service including MACs, repairs, and preventive maintenance. The record must include, at a minimum, date, time, employee name, activity or problem descriptions, actions or resolutions, and City personnel referring the service call. The Contractor shall provide this information in a report format approved by City. The Contractor shall submit the report on a monthly basis to City and ensure that real time reports and as-builts are available to City on an “as needed” basis.

## **1.2 UPDATING EXISTING DOCUMENTATION**

- A. As part of the base service requirements, Contractor is required to update all record documentation/drawings to identify correct naming convention (as applicable) and location of each VSS device/component it is responsible for servicing. Contractor is required to keep these records updated to reflect all MACs throughout the duration of the Contract. Updates to record documentation / drawings include those new locations of VSS devices / components installed by other contractors and turned over to City for maintenance
- B. The Contractor shall complete the updating of all affected City records no later than 180 days after the start date of the Contract to be submitted to City for review and ownership. City shall provide the contractor with electronic files of plans for each site. Should City not provide electronic files for plans to any site and/or building the Contractor shall notify City and accommodations will be made both to documentation requirements and schedule extension if needed.
- C. Thereafter, Contractor must continue to keep such records updated throughout the term of this Service Contract. Every six months, Contractor will submit such updated records/documentation for City’s review.

## **1.3 ON-CALL SERVICE REQUIREMENTS**

- A. The Contractor shall perform repair work on an as needed basis, only after obtaining prior approval.
- B. The Contractor response time to a call for repair from an authorized City representative shall be as follows:
  - 1. The Contractor shall respond by call back or email within one hour of a service call.
  - 2. The Contractor shall have service personnel on-site within four hours for a normal service call from the time the service call is placed.

PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR  
VIDEO SURVEILLANCE SYSTEMS (VSS)

3. The Contractor shall have service personnel on-site within four hours for an emergency service call from the time the service call is placed. City shall determine which types of VSS failures are Emergency related failures and shall notify the Contractor of that designation at the time the call is placed. The system or component shall be restored to proper operating condition within 24 hours after service personnel arrive on-site and obtain access to the system or component.
- C. The Contractor shall require verbal approval from an authorized City employee, providing the Contractor with a PO and a maximum number prior to the start of any emergency work.
- D. City will not compensate the Contractor for travel time to or from any job regardless of the nature of the call.

**1.4 PREVENTIVE MAINTENANCE REQUIREMENTS**

- A. General: The Contractor shall coordinate with the City IT department for all windows update to be completed within City's normal patch update schedule. Any work on VSS servers that will take the server off-line for any period of time shall be coordinated with City IT. Servers shall not be taken off-line without prior approval from City IT.
- B. Contractor shall have service personnel on the site on a monthly basis. Contractor shall set up a schedule with City for times personnel shall be on-site. Some maintenance items shall be completed on a quarterly, semi-annual or annual basis. For maintenance of those items the contractor shall divide the number of devices by the scheduled maintenance interval and then complete the work on that number of devices every month. The information described above is a guideline. The Contractor shall provide a schedule of monthly maintenance to be conducted based on the information provided herein.
- C. VSS
  1. The Contractor shall coordinate with GENETEC for any patches or software updates that are recommended to be implemented since the last maintenance visit and implement those updates as required.
  2. The contractor shall coordinate with GENETEC to ensure the Service Support Plan (SUP) is current. The cost of the SUP shall be included in the maintenance cost proposal as a separate line item. The current SUP is scheduled to end on 09/21/2026. The Contract shall include the cost to extend the SUP to the end of the maintenance contract term.
  3. Check the operation of the management server and archivers on a monthly basis. Check log files to ensure there are no abnormal operating parameters. Run the following reports:
    - a. System Configuration Report. This should be run on the first month of the

PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR  
VIDEO SURVEILLANCE SYSTEMS (VSS)

- maintenance contract to provide a baseline of the system configuration. This report shall be run anytime there are changes to the system configuration by the Contractor. This report shall be run every three months to identify if any configuration changes were made without the Contractors knowledge.
- b. Device Manager Status Report. This report shall be run the first month of the contract and every three months thereafter. This report is run to evaluate storage performance and camera parameters. If the report identifies any anomalies the Contractor shall report those to City during the site visit and make recommendations to rectify any anomalies.
  - c. Recorder Configuration Backup. A configuration backup shall be created in the first month of the contract. A backup shall be created anytime there are changes to the system configuration. The Contactor shall coordinate with City to keep a backup off-site. If there have not been any system changes make a backup every quarter.
  - d. Base Configuration Backup. A Base Configuration backup shall be made the first month of the contract. The Contractor shall coordinate with City to determine if the IT Department has a standard backup policy and will perform daily backups as a standard procedure. The Contractor shall make a Base Configuration backup every month during the site maintenance visit.
  - e. System Patches. System patches shall be installed per manufacturers recommendation.
4. The Contractor shall perform the following services for cameras on a semi-annual basis.
- a. Clean camera domes and enclosure windows. Inspect the domes/windows for damage, scratches, discoloration or cloudiness that may affect camera performance. Notify City of any deficiencies and recommend replacements if needed.
  - b. Verify operation and video image for each camera. When camera image no longer meets manufacturer image quality, the service technician shall make adjustments to the camera to bring the video image back into manufacturers specified parameters. If adjustments do not bring camera back to specified requirements, recommend to City that the camera be replaced. Cameras will not be replaced without City authorization.
  - c. For Pan / Tilt / Zoom (PTZ) cameras verify operation of motors to move as specified for the unit. Verify operation control from all workstations designated by City as video workstations.
5. For any non-PoE (Power over Ethernet) cameras check the power supply to ensure proper voltage output. Check all cable terminations to ensure they are secure.

**1.5 TECHNICIAN EXPERIENCE/QUALIFICATIONS**

- A. The technician(s) that provide service for the City must be proficient, have two years

PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR  
VIDEO SURVEILLANCE SYSTEMS (VSS)

maintenance and repair experience working on VSS devices and must have a factory trained certification.

- B. All Contractor personnel, including subcontractors, performing work under this contract must be qualified and fully trained to perform service and maintenance under this contract.
- C. It is the responsibility of the Contractor to ensure the proper level of personnel expertise for all maintenance, repair, and related work activities. City will not compensate the Contractor for work activities related to vendor personnel due to lack of experience.
- D. City reserves the right to request alternate technicians if they do not meet the criteria in paragraphs A through C of technician experience above, or if the technician(s) are not able to complete the repair, maintenance, or related work activities to the overall satisfaction of authorized City personnel.
- E. Genetec Certified Technician required.

# SIEMENS

*Ingenuity for life*

## SERVICE PROPOSAL

### City of Orange

Security Service Agreement for 2023-2026 Rev.3

ID: COO-2023-VMS

Presented To



**Attention**

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## SECTION 1: OVERVIEW

### 1.1 Executive Summary

You have made a significant investment in the security of City of Orange which are critical to the productivity of your overall business and community. The service solutions proposed herein, our Service Agreement, will proactively serve to protect that substantial investment through a program of effective emergency service response, repair & replace services, and planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed for the City of Orange, and the services provided herein will help you in achieving your security goals, from our local office of factory trained security specialists and engineers, with our long and proven track record of providing superior service to our customers with critical security concerns in Southern California.

Siemens provides security services and maintenance for some of the largest critical infrastructure sites in Southern California, and across the world. Our knowledge base, technical expertise and resources offer the greatest versatility for customers with complex security systems, who wish to enhance those systems, providing greater efficiency and security. Through a service agreement with Siemens, the City of Orange will benefit from the following:

#### **Information Technology Focus**

Siemens has a multidisciplinary technology team specialized in networks and network architecture. Our IT expertise includes: system integration networking, software configuration, hosted system design and installation, and performing system upgrades. We have the experience and resources to support, maintain and expand highly complex integration systems, large scale networking infrastructures, and virtual environments. This is a critical differentiator that sets Siemens apart from the majority of security contractors, and what makes us the leading choice for critical security sites.

#### **Data-Driven Maintenance Approach**

Siemens is the global leader in efficiency, and this doesn't stop at engineering. Our goal is to identify, measure and support process improvement to create greater operational efficiencies for our customers. In managing and maintaining the security system at the City of Orange, Siemens brings best-practice knowledge from our experience working with critical security sites, as well as a company-wide focus on extracting greater usable data from your system maintenance. The goal is a predictive approach to maintenance, resulting in fewer emergency calls that disrupt daily operations. Siemens has over 100 preventive maintenance and repair services programs in Southern California, alone. Through strong program management and with the appropriate technical skill, our programs enhance efficiency and improve user utilization of the systems.

#### **Resources to Support Every Initiative**

Siemens is one of the most financially stable corporations in the world with revenues exceeding \$80B USD, annually. Most notably, our security integration group has experienced steady growth and stability in the Southern California region. For the City of Orange, our stability will ensure consistent support for all aspects of the program. Siemens is technically qualified and resourced for executing this program. Our team is comprised of Siemens technicians and project managers, trained and certified on Genetec video management platform and the leading camera brands such as Bosch, Axis, and Hanwha.

#### **Industry Partnerships**

As one of the world's largest security integration companies, Siemens utilizes strategic manufacturing partnerships to deliver greater value to its customers. Working with Siemens, the City of Orange has access to a wide selection of brands, and will benefit from extended manufacturer warranties on select manufacturers. This partnership ensures the City of Orange will gain the greatest lifecycle value for new product installations and future projects.

**Customer Data Protection:**

Protection of customer data is one of the highest priorities at Siemens. Our information security policies maintain high security standards for network access, password management, sensitive document handling, and physical security of workspaces. Each Siemens employee is required to complete information security training focusing on the protection of customer data. Every Siemens office complies with strict security policies requiring credentialed card access control for all work areas, secured print management for documents, ID verification for visitor management, dual authentication for secured documents, as well as video recording and intrusion detection to prevent unauthorized access to work spaces.

**Safety:**

Safety is core to Siemens corporate culture and fundamental to our success as a company, as documented by our low Experience Modification Rate. Siemens engages in extensive management-driven safeguard initiatives and prevention programs to protect our employees. Employees are required to complete corporate mandated training on a continual basis and ultimately safety is the responsibility of everyone at Siemens. This ensures that services performed at the City of Orange follows strict Siemens guidelines, which minimize injuries and reduce liability for the City of Orange.

**1.2 Customer Objectives**

City of Orange objectives are: 1) to establish a service program that ensures timely emergency response and repair services, 2) create a process for system knowledge collection, transfer and improvement through improved system documentation 3) establish a program that provides reliable lifecycle support to sustain the full required functionality and effectiveness of the security system, 4) evaluate the health of the existing system and recommend improvements to support the future security needs of the City, and 5) operator coaching to support the security operations team in utilizing the existing security system, while recommending processes to improve efficiency within the security department.

Our tailored program will provide value-added services that enhance security operations while minimizing system outages and downtime, and the associated inconveniences to your staff and operations, thus improving City of Orange's overall operational abilities while reducing the total cost of ownership. Taking a partnership approach, Siemens will conduct quarterly business review meetings with the City of Orange team to evaluate performance, make improvements and communicate the overall health and status of the system. Siemens will also make recommendations for future improvements, providing product demonstrations, budgetary proposals and final system design proposals to assist with future security planning at the City of Orange.

## SECTION 2: COMPANY INFORMATION

### 2.1 Company Profile

**Dun & Bradstreet:**

01-094-4650

**Federal Tax ID:**

13-2762488

**Response contact information:**

Siemens has resources to support 24/7 response at the City of Orange.

**Service dispatch:** 24/7 call 1-800-806-0886

**Alarm monitoring:** 24/7 call 1-866-552-7823

**Contractor Information:**

Siemens has the resources, bonding, insurance, data security, safety and compliance programs to support the security programs at the City of Orange.

California Contractor License #758796

A, B, C10, C16, C20

ACO #5448

GSA #GS-07F-217CA

DIR 1000002447

**Available Resource Locations:**

Siemens Industry, Inc.

Siemens Building Technologies Cypress Branch:

6141 Katella Avenue

Cypress, CA 90630

Siemens Building Technologies Headquarters:

1000 Deerfield Parkway

Buffalo Grove, IL 60089

**Account Management and Service Response Team:**

**Account Management:**

Adam Harrold

714.454.6804

Adam.harrold@siemens.com

**Customer Service Manager:**

Jonathan So

657.298.0954

Jonathan.so@siemens.com

**Service Manager:**

Ed Roman

657.337.6492

Ed.roman@siemens.com

**Technical Specialists:**

Glenn Vilorio

System Specialist / Architect

David Engel

System Specialist / Genetec

Miguel Vasquez / Joseph James

Service Technician(s)

## 2.2 Capabilities

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Our local office is staffed by factory trained and certified technical specialists, engineers, and project managers, who are focused on making sure your security system is performing reliably and at optimum performance. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet the needs of the City of Orange today and in the future.

Siemens has the necessary resources, tools and partners to provide 24/7 support of all security-related systems and infrastructure at the City of Orange. Our local base of operations in Cypress, CA is in convenient proximity to the City of Orange and capable of supporting the security requests of the City :

- Video surveillance camera service and installations, including mounting, cabling/conduit, integration and testing
- Video management system upgrades and migrations, and video storage systems
- Intelligent video analytics, and integration into command & control solutions
- Access control upgrades to support identity and access initiatives
- Advanced video analytics to enhance situational awareness and decision-making
- Perimeter detection systems integrated with access control monitoring
- Network infrastructure, fiber optic cabling, server maintenance, software integration

## 2.3 Resources and Personnel

**Siemens Industry, Inc.** has been in business for over 120 years. Our Cypress location has served the greater Los Angeles Region for over 20 years, offering service and maintenance on security, life safety, building automation, energy efficiency and IT services markets. Our branch office also provides 24/7 service response through our dedicated customer call center. During normal business hours, the service response desk is directly handled by our Cypress staff. After hours requests are forwarded to our Dallas call center with dispatching handled by Siemens Customer Care representatives. This process ensures the appropriate resources are contacted, on time, any time of day.

**The Cypress Branch** employs over 300 people, including administrative support, management, operational leadership, project managers, engineers, technicians and a sales staff. Siemens' real-world experience in large, complex environments, positions Siemens with an unsurpassed ability to professionally support the City of Orange staff in the ongoing security operations of the City .

**Adam Harrold** is the account manager for the City of Orange and is responsible for the coordination of meetings and quarterly business reviews. Leonard will also serve as the voice of the customer to ensure the program is implemented and performing to the standards established in the agreement. Utilizing industry knowledge and recommendations made by the Siemens technical team, Adam will prepare budgets and proposal for new security initiatives at the City of Orange.

**Ed Roman** is the Los Angeles Branch Service Operations Manager. Ed oversees all service supervisors, technicians, service program managers, outsourced services, call center and dispatch personnel for each of the four businesses. Ed will be overseeing this program and is responsible for all aspects of the service level agreement, including reporting, billings, management of project managers and field resources.

**Jonathan So** is the Customer Service Manager for Siemens security maintenance programs. As CSM, Jonathan will leverage Siemens resources to support maintenance and improvement programs for the City of Orange. Jonathan will support the reporting and documentation of services, and provide billings and tracking of project/program progress. Jonathan will act as a quality manager, ensuring strong performance at the City of Orange.

## SECTION 3: SERVICE SOLUTION

### 3.1 Approach

The proposed service agreement is designed to ensure dependability and high reliability for the security systems at the City of Orange. This plan provides response to emergencies within four hours for on-site repair of critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours, or as scheduled with the City of Orange staff to fit into ideal working hours. In addition to the peace of mind that comes from knowing system downtime is minimized, this plan will also help plan, budget and control operating costs. All labor for repairs and replacements are included in the plan. Software support and updates are another important aspect of keeping the system functioning optimally and are provided at scheduled preventive maintenance visits, as appropriate.

### 3.2 Sites & Equipment Covered

#### Sites covered in this service proposal (Labor & Material).

- Police Department
  - Inclusive of kickplate duress and cloudlink devices
- Hart Park
- Shaffer Park
  - Inclusive of access control doors (8) and restroom timer doors (excludes locking hardware)
- Yorba Park
- Struck Avenue
- Graijalva Park
- Main Library
- El Modena Library
- Taft Library
- Civic Center, Fire Dept (old) and Chambers
  - Inclusive of duress buttons for Chambers and Public Works front counter and cloudlink devices
- Orange Circle (Plaza Park) – inclusive of YouTube camera
- Metro Train Station
- Fire Dept (New) – Prorated for term 1
  - Inclusive of access control, duress buttons, and transcore readers
  - For the initial first year term 9/22/2023 – 9/21/2024, warranty has been provided by a separate project agreement. Preventative maintenance to be provided as part of this agreement.
  - For the second and third terms, both warranty and preventive maintenance to be provided.
- Handy Park – Prorated for term 1
  - Inclusive of access control equipment and restroom time integration, as delivered in this project
  - For the initial first year term 9/22/2023 – 9/21/2024, warranty has been provided by a separate project agreement. Preventative maintenance to be provided.
  - For the second and third terms, both warranty and preventive maintenance to be provided
- Metro Parking Structure – Prorated for term 1 to be effective beginning June 28, 2024.

**Cost Breakdown:**

Service cost breakdown	Term 1 costs	Term 1 comment	Term 2 costs	Term 2 comment	Term 3 costs	Term 3 Comment
Base cost of covered items from prior agreement / carry over cost from prior term	159,600.00		252,400.00	Base cost carryover from prior term.	329,783.00	Base cost carryover from prior term.
New Fire Building Prorate	22,365.00	Preventative Maintenance addition. Warranty provided in separate contract.	17,385.00	Add warranty coverage		
Handy Park Prorate	19,875.00	Preventative Maintenance addition. Warranty provided in separate contract.	11,175.00	Add warranty coverage		
Metro Train Station	30,804.35					
Metro Parking Structure	13,500.00	Prorated costs for 6/28/2024 - 9/21/2024	52,251.00	Full year cost for Parking Structure		
Spare Equipment	6,255.65					
Year 2 and 3 - 3% increase			7,572.00	Term 2 3% increase from prior term base	9,893.49	Term 3 3% increase from prior term base
Dell Warranty Deductions			-11,000.00			
	<b>252,400.00</b>		<b>329,783.00</b>		<b>339,676.49</b>	

**Equipment covered in this service proposal (Labor & Material). Qty shows spare equipment carried on hand:**

- Interior fixed Cameras (2)
- Exterior fixed Cameras (4)
- PTZ Cameras (3)
- Multi-Sensor Cameras (4)
- Wireless point to point radios (4)
- PoE Injectors (2)
- Software Support Agreement (Genetec)
- Dell Warranty (Archiver Server) Excludes DDN (SAN) Server Support
  - 1 year support (9/22/2023-9/21/2024)
    - Recommend upgrading equipment

**Excludes:**

- DDN Servers (EOL)
  - Siemens recommends upgrading as the equipment is End of Life support with manufacturer
- CoO IT Switches / Fabric Switch
- Cabling (Labor and Material)
- Electrical Work
- Electrified Door Hardware
- Asbestos

**3.3 Security Services On-site Response Time & Call Windows**

Attribute	Coverage
Response Time – onsite for critical components	Included (4 hour response)
Response time – onsite for non-emergency	Included (24 hour response)
Standard Hours of Service	Monday – Friday 7:00am to 5:00pm
Preventative Maintenance	Semi-Annual
Response Window	24 x 7
Software Support & Updates	Included
R&R Material	Included
R&R Labor	Included
Technology Audit	Included
Operator Coaching	Included

**Service Response:** The program provides the City of Orange with priority service response. Siemens service prioritizes incoming service requests based on contracted services, nature of request (emergency or non-emergency) and order of call (as logged by Customer Service Call Center). Customers with contracted Support Programs will always be Siemens’ priority customers. The City of Orange will receive priority response of a maximum of four (4) hours on-site for emergency conditions and 24 hours response for all others (or scheduled with the City of Orange staff to fit with ideal city operating days / hours).

**Exclusions:** Siemens service agreement program excludes all door hardware from service program repair and replace coverage; which can be serviced on a Time and Material basis as needed (or added to service agreement). Siemens excludes customer supplied Server & Workstation hardware; however, in the event of a computer failure, Siemens will provide reprogramming of software, where required, with hardware to be supplied by the City of Orange or others. Siemens excludes the City IT network equipment, Bosch intrusion system, and cabling. Repair & Replace excludes coverage due to vandalism.

**3.4 Rates for Non-Covered Service Projects**

For your convenience, we are providing a copy of our most recent published service rates. As Siemens Service Agreement Customer, you will be entitled to a contracted discount for all billable labor. The follow rates are subject to change. Please be advised that Portal to Portal labor charges may apply for work performed outside of the service agreement scope of work. An authorization to proceed will be required prior to any service work performance that is not covered in the above service agreement.

	Siemens Service Agreement Customer			Non Service Agreement Customer		
	Standard Time	Over Time	Double Time	Standard Time	Over Time	Double Time
<b>Security</b> On-Site Service Call	4 Hr Min \$245.00/hr	4 Hr Min \$366.00/hr	4 Hr Min \$489.00/hr	4 Hr Min \$305.00/hr	4 Hr Min \$458.00/hr	4 Hr Min \$610.00/hr
<b>Fee: On Site Trip</b>	\$100.00 / Trip	\$100.00 / Trip	\$100.00 / Trip	\$125.00 / Trip	\$125.00 / Trip	\$125.00 / Trip

Overtime rates in the table apply for calls on Saturdays as well as Monday through Friday 5:00pm - 7:00am, excluding Holidays. Double time applies for Sundays and Holidays and it may apply on weekdays as well. Rates are current as of 12/14/2022. Provided that the contract is renewed annually with no lapse coverage, rates in this agreement will be fixed until the end of the third year of the agreement.

### 3.5 Technical Support Services

The following technical services are included in this agreement. These services ensure that the objectives listed in the above **Customer Objectives (Section 1.2)** are met by our service and support department. Your account manager will review performance of the following services on a quarterly basis to ensure expectations are met for the City of Orange security staff.

#### Emergency Onsite Response:

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

#### Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide labor to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system’s problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Items not covered will be brought to the attention of the City for approval prior to repair or replacement.

#### Preventative Maintenance

Siemens will provide preventative inspections and maintenance on the installed components of your security system on dates to be determined semi-annually. This program of standard maintenance routines is determined by manufacturer’s recommendation, our experience, equipment application, and location. Through preventative maintenance, we may extend equipment life, reduce the risk of costly and disruptive breakdowns, and reduce the possibility of security risks that may result due to equipment that does not function as required. A list of covered equipment is included in the above **Equipment Covered (Section 3.2)** section of the service agreement. In summary, each piece of equipment will be inspected and tested during the preventative maintenance visits semi-annually. Siemens will provide the personnel necessary to complete the “Preventative Maintenance Tasks” as listed in 3.6. Variations in the quantity of devices listed in the Equipment Covered section of the proposal will, within reason, not affect the price of this agreement. Substantial changes to the system, such as the addition of 10 or more cameras, or 10 or more other field devices, may require modifications to this agreement, which will be negotiated by the Siemens account manager and the City of Orange.

## **Software Support Agreements (SSA)**

An active Software Support Agreement (SSA) is the best means to protect your investment, and make sure that your Genetec security database applications are kept current, through (a) providing software patches as released and applicable; as well as (b) new release upgrades of software and maintenance firmware updates as they are released, at no charge. This will allow the City of Orange to take advantage of new security features, while extending the life of your security system investment. Siemens will provide you with software and documentation updates to your existing software as they become available. Your active SSA also provides telephone support and assistance to Siemens certified technicians as needed for troubleshooting system issues, from Genetec' Customer Service Engineering department.

## **Operator Coaching**

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will ensure your operator's gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address log book and system issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. Under this agreement Siemens shall provide 6 hours of operator coaching per year, which will be conducted during normal business days and hours, during scheduled visits.

## **Data Protection & Data Recovery**

To further safeguard the most important elements of your security systems, if selected, Siemens will provide data protection and data recovery for security systems, including routine on-site backups and quick recovery if data is lost or corrupted due to problems such as computer viruses, power outages, hard drive failures or physical damage.

## **Quarterly Review**

Siemens Account Management will meet with you on a quarterly basis (either at the City of Orange or via Teams) to review report findings of our scheduled and non- scheduled service tasks, review recent service activity history and our performance to date, and discuss an analysis of the current security systems to confirm that your levels of protection are aligned with any changes in your business, real or potential risks, and technology.

## **Technology Audits**

During quarterly business review meetings, Siemens will also assess current systems in place at the City of Orange and make recommendations to improve the security technologies at the City . This audit may include small recommendations, such as network components and device replacements, to large initiatives such as system upgrades and major adds or changes to the system. Siemens will work collaboratively with the City of Orange staff to evaluate new technologies that might have a beneficial use for the security of the City .

## **Documentation Support**

Siemens will assist with the enhancement of existing drawings and documents to help support greater understanding of the City of Orange security system. These services will include addition of existing device locations to existing AutoCAD files, as well as the conversion of these files into a usable format (such as PDF) for the City's security use. These documents will be cross-referenced with existing devices at the City of Orange and updated periodically to provide an updated layout drawing at the end of each service agreement year. The drawings will provide device locations as well as a schedule of device types, part numbers, and available warranty expiration dates. Excluded from the drawings are cable pathways, conduit pathways, cable terminations and field of view diagrams. If more detail is requested in 2<sup>nd</sup> and 3<sup>rd</sup> years of the agreement, Siemens may propose the research and completion of these drawings utilizing the discounted preferred client rates as a separate proposal.

### 3.6 Preventative Maintenance Tasks

The following preventive maintenance tasks will be completed on a scheduled, semi-annual basis.

1. Server and Client Software - Associated software (Operating System and Genetec Program). Ensure current versions of software. Contact Genetec for updates and ensure system is running at latest version and revision. Siemens shall provide that all software service agreements are routinely renewed.
2. System Cabling – Ensure Main Point of Entry for Cabling Infrastructure is free from abrasions, chaffing and fraying. Ensure cabling is neatly bundled and not commingled when applicable with other cabling not identified as Security. Ensure cabling is tied and secure at all appropriate locations as it enters its enclosures from ceiling spaces. Report any problems in Log and provide to City of Orange representative.
3. Software Support Agreement – Test and confirm version, apply applicable patches, and update to latest release as applicable to site-specific installation.
4. Visually inspect cameras and provide cleaning and adjustments to cameras needing service. Identify any cameras having connectivity, picture quality, PTZ motion or other related issues.

