

PROFESSIONAL SERVICES AGREEMENT
[Security Consulting Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 2026 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and TRIAD CONSULTING & SYSTEM DESIGN GROUP, LLC, a California limited liability company ("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 provided 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.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS and 00/100 (\$147,000.00) without the prior written authorization of City.

b. 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.

2.1 Term and Extension(s)

a. The Initial Term of this Agreement is two (2) years (the "Initial Term"), commencing September 22, 2026 and expiring on September 21, 2028 (the "Expiration Date"); provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- First Extension (the "First Extension Term") commencing September 22, 2028, and terminating September 21, 2029, in an annual amount not to exceed SEVENTY-THREE THOUSAND EIGHTY DOLLARS and 00/100 (\$73,080.00);

- Second Extension (the “Second Extension Term”) commencing September 22, 2029, and terminating September 21, 2030, in an annual amount not to exceed SEVENTY SIX THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS and 00/100 (\$76,734.00);
- Third Extension (the “Third Extension Term”) commencing September 22, 2030, and terminating September 21, 2031, in an annual amount not to exceed EIGHTY THOUSAND FIVE HUNDRED SEVENTY DOLLARS and 00/100 (\$80,570.00).

b. The City Manager is hereby authorized on behalf of City to give written notice to Contractor of City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City’s notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of then-current term, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

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.

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 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 below 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). 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 Contractor:

(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.b.

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.d.

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”

Triad Consulting & Design Group, LLC
4160 Temescal Canyon Road, Suite 401
Corona, CA 92883
Attn.: Gregory Brandon

Telephone: 949-943-9422
E-Mail: gbrandon@triadsdg.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Mike Dering

Telephone: 714-744-2285
E-Mail: mdering@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 electronically shall have the same effect as original signatures.

[Remainder of page intentionally left blank; 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”

TRIAD CONSULTING & SYSTEM DESIGN GROUP, LLC, a California limited liability company

CITY OF ORANGE, a municipal corporation

DocuSigned by:
Gregory Brandon
*By: F46353DD68C440A
Printed Name: Gregory Brandon
Title: Principal

By: _____
Daniel R. Slater, Mayor

Signed by:
Michael Ulwelling,
*By: 3D2E438A8E614C2
Printed Name: Michael Ulwelling,
Title: Managing Director

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Connor Hyland
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.

√ X

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]



June 29, 2026

Steve Scardina / Michael Dering
City Of Orange
IT Department
300 E. Chapman
Orange, CA 92866

Subject: City of Orange: Security Maintenance Contract Oversight

Steve / Mike:

Triad Consulting & System Design Group, LLC (Triad) is pleased to propose to the City of Orange a yearly Security Maintenance Oversight proposed scope of work to support and management of the City's Electronic Security System field equipment currently in place to include

- Video Surveillance
- Servers
- Intercommunication
- Associated Hardware
- Access Control
- Intrusion Alarm
- License Plate Recognition

The following scope of work is for Monitoring of Security Systems and oversight of the City yearly Maintenance Contract provided by others.

SCOPE OF WORK

1.1 MAINTENANCE CONTRACT OVERSIGHT AND SYSTEM MONITORING

A. Maintenance Contract Terms

1. The term of this agreement will be for two years, with three (3), one-year options to extend.

B. General

1. Triad Consulting & System Design Group, LLC (Triad) shall provide management oversight of the service Contractor to perform all ongoing maintenance, repair, preventive maintenance including "Moves, Adds, and Changes" (MAC) for the

Electronic Security System (ESS) field equipment which comprises an Electronic Access Control and Intrusion Detection System (EACIDS), Video Surveillance System (VSS), License Plate Recognition System (LPR), and Intercommunications System (ICS) to ensure that the systems, associated hardware, 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 ESS at City of Orange facilities. The ESS operates on the Genetec Security Center 5.13 platform.

2. Triad shall provide services for maintaining the headend equipment such as servers, software updates and patches, firmware updates, and maintaining and health monitoring the operation of the ESS. Updates to software and system programming shall be provided by the Triad in coordination with City of Orange IT staff. Software updates shall be implemented using the Genetec Upgrade Service (GUS) which is an automated system to keep system software current.
3. ESS is a critical security component required to function in support of City of Orange's Facility Security Plan. Triad shall provide oversight to ensure the service Contractor maintains the operation and maintainability of City of Orange's ESS field devices. ESS consists of multiple systems, subsystems, and respective components that manage/control ingress and egress of persons through numerous points at City of Orange facilities.
4. Triad shall verify and monitor that assigned Contractor staff are Genetec certified and have passed proper background checks. Letter must be submitted to Triad and the city before staff are assigned to work at any of the city sites. Should the contractor change staff assignments to this contract Triad will verify with Genetec that Contractor staff are certified.
5. Triad shall coordinate with the City of Orange Information Technology Department to schedule any work affecting operation at any site. Triad shall provide remote monitoring of the system to ensure the system and equipment are operating properly. When monitoring detects a system problem Triad will provide services to resolve the problem. When field devices are involved, Triad shall coordinate with the service Contractor to dispatch personnel for additional troubleshooting and repair.
6. Triad shall coordinate with the City of Orange to designate city personnel that shall be able to contact Triad when they note any issue related to the security system. Within 2 hours Triad shall research the problem to identify if it is a software problem or hardware problem. For software problems Triad will determine if the problem can be resolved remotely or if a site visit is required. If the problem is determined to be a hardware problem Triad shall generate a service request to the contracted service provider and track the progress of the resolution. Triad shall maintain communications with the requester to ensure the city is kept current on progress towards resolution.

7. Triad shall maintain a record of the services provided under the service contract 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 of Orange/Triad personnel referring the service call. Triad shall maintain a record of work tickets identifying work completed by the service contractor.

C. Service Contract Oversight

1. Triad shall oversee the service contract and verify maintenance work is performed as identified in the service contract.
2. Triad shall create a service log identifying maintenance services to be performed each month. The service contractor shall complete the form, and Triad will verify the work has been done.
3. When system monitoring identifies field hardware that has failed or needs service covered under the service contract Triad shall issue a repair ticket and oversee the contractor's work to verify repairs are completed.
4. Triad shall monitor the SMA for the system to ensure the service provider maintains current activation of the SMA agreement for all supported devices.
5. Triad shall oversee the spare parts inventory to ensure adequate supplies are available to quickly replace any field hardware devices.

D. Preventative Maintenance Requirements

1. General: Software and firmware updates shall be managed by Triad in coordination with the City of Orange.
2. Triad shall provide remote monitoring of the system. Remote monitoring shall be configured to notify Triad when there is a system problem. Triad will also run weekly system reports to monitor system health. This may help identify problems before they affect system operation.
3. Maintenance Device Schedule: Triad shall provide a device maintenance schedule to the service contractor to provide clear direction of devices to be serviced each month. Triad shall provide oversight to ensure the contractor has properly completed the maintenance items. Maintenance items provided under the service contract are listed below.
4. ESS Maintenance Requirements
 - a. General: This information is provided to identify the service requirements that Triad will provide oversight services to ensure they are completed per the service contract requirements.

- b. There are approximately 140 access-controlled portals at City of Orange facilities. Each portal shall be checked yearly to ensure proper operation. The Contractor shall check 1/12 of the portals each month such that all portals are checked within a calendar year. Complete the following tasks:
- 1) Inspect the reader to ensure there is no foreign substances on the reader. Check for damage. Report any anomalies included photos to be included in the report log.
 - 2) Check door assembly for any damage.
 - 3) Check operation of door closer, where applicable, to ensure the door latches completely with no assistance. Report any operational issues to the City of Orange.
 - 4) Check operation of the electric locking hardware.
 - 5) Check operation of the card reader including operation of the LED and beeper for access granted, access denied and door programmed to be locked or unlocked.
 - 6) Verify operation of Request-to-Exit device.
 - 7) Verify operation of Door Position Switch (DPS).
 - 8) Verify operation of DPS tamper circuit.
 - 9) For locations with reader in and reader out verify the functions for both readers.
 - 10) For doors with local alarms verify operation and reset of the local alarm device.
 - 11) For portal with vehicle gates verify operation of the gate for open/close limits, check and adjust chain tension and note any mechanical or structural deficiencies.
 - 12) Verify remote activation of portal from operator workstations.
- c. For alarm points such as doors with only a DPS, motion detectors, remote door unlock push button, and duress switches verify operation in both alarm mode and bypass mode on a yearly schedule. There are approximately 50 of these types of devices that shall be tested on a yearly basis.
- d. For equipment enclosures verify on a yearly basis the following:
- a) Inspect for any debris and make sure the enclosure is clean.
 - 2) Check terminations to ensure they are secure.
 - 3) Ensure all cable management devices are secure. Replace any devices that are damaged or no longer performing their intended purpose.
 - 4) Verify operation of enclosure tamper switch.
 - 5) Replace batteries supporting power supplies and lock power supplies every two years.
- e. There are approximately 340 cameras at City of Orange facilities. The contractor shall perform the following services for each camera on a semi-annual basis.
- 1) Clean camera domes and enclosure windows. Inspect the domes/windows for damage, scratches, discoloration or cloudiness that may affect camera performance. Notify City of Orange/Triad of any deficiencies and recommend replacements if needed.

- 2) Inspect camera connections at the camera and at the network termination point. Where camera cables are terminated at a patch panel also check the patch panel connections.
- 3) For any non-POE cameras check the voltage at the camera to ensure it meets manufacturer specified requirements.

1.2 SECURITY SYSTEM MANAGEMENT

- A. Asset Management: Central system of record for sites, devices, and configurations across all security technologies. *Includes:* Site master data (shared across modules), deployed asset inventory, and spare/stock inventory.
- B. Cyber Alerts (CISA KEV Monitoring): Tracks CISA Known Exploited Vulnerabilities to help prioritize patching and remediation. *Includes:* Routine review and flagging of relevant KEV items and recommended action tracking.
- C. Risk Management: Consolidates security system assessments and risk findings to support planning and prioritization. *Includes:* Assessment records, scored findings, and remediation tracking.
- D. Project Management: Manages security improvement projects from intake through completion, with consistent scoring and reporting. *Includes:* project data, prioritization/scoring, status tracking, and portfolio reporting.
- E. Lifecycle Management: Tracks lifecycle dates and commercial coverage to prevent surprises and support budgeting. *Includes* support/maintenance agreements, licenses, warranties, firmware updates, and renewal timelines.
- F. Support Ticketing: Standardizes issue intake, tracking, and reporting across the portfolio. *Includes:* ticket creation, workflow and status tracking, and ticket analytics and reporting.
- G. Health Monitoring: For planning purposes, this monitoring scope covers approximately 340 IP cameras, and the core infrastructure supports approximately 140 access control readers across 18 locations. Health monitoring provides ongoing visibility into device and system availability, enabling early detection and consistent handling of issues.
 - 1. Monitoring setup and configuration
 - a. Provision and activate the required health monitoring endpoint licenses for immediate tracking.
 - b. Establish connectivity, heartbeat, and alert thresholds for relevant security and network devices.
 - c. Validate communications with all monitored endpoints and confirm accurate status.
 - d. Create a shared project space for documentation, change tracking, and ongoing collaboration.

2. Monitored device types
 - a. IP Cameras (340 total): online/offline status, communication loss, stream/recording availability where applicable
 - b. Door controllers & panels (supporting ~140 readers): panel online status, supervision/communications health
 - c. Network video recorders (NVRs) / video servers
 - d. Access control application servers and database servers
 - e. Intercom devices, sensors, and other active security hardware (as applicable)
3. Real-time alerting and notifications
 - a. Generate alerts for outages, faults, and communication failures based on defined thresholds (heartbeat loss, connectivity loss, and abnormal performance indicators).
 - b. Triad receives real-time notifications via dashboards and configured email alerts.
4. Issue response and troubleshooting
 - a. Confirm the event (device status + relevant logs/telemetry).
 - b. Identify likely cause (network, power, device failure, storage, configuration, software/service, etc.).
 - c. Coordinate corrective action with onsite staff, CoO IT, and service contractor as needed.
 - d. Document findings, actions taken, and restoration status to ensure full traceability.
 - e. Escalate critical or recurring issues requiring immediate attention.
5. Reporting and documentation
 - a. Maintain an auditable record of monitored devices, alerts, and resolution history.
 - b. Provide health dashboards and summary reports (uptime, outages, recurring issues, and recommended improvements).
 - c. Keep inventories and “known-good” status baselines up to date as systems evolve.
6. Continuous review and optimization
 - a. Periodically tune thresholds, device groupings, and alert rules to reduce noise and improve signal quality.
 - b. Track recurring patterns to identify systemic risks and prioritize corrective projects.
 - c. Recommend lifecycle actions (configuration changes, replacements, or upgrades) based on observed performance

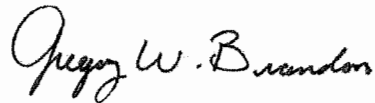
City of Orange
Maintenance Contract Monitoring and Oversight

TCSDG
06/29/2026

1.3 FEE

- A. The total proposed yearly fee for the scope of work is \$5,800 per month which would be \$69,600 annually. This fee would cover the first two years of management.
- B. A one-time set-up fee of \$7,800 would be required to set all parameters for monitoring.
- C. Years three and beyond would include a 5% escalation to the yearly fee. Years three through five as listed below.
 - 1. Year 3: \$73,080
 - 2. Year 4: \$76,734
 - 3. Year 5: \$80,570

Sincerely,



Gregory W. Brandon
Principal / Owner
Triad Consulting & System Design Group