

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **BlueViolet Networks LLC**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide all labor, parts, materials, equipment, installation and system maintenance and support for the camera system in the City of Garden Grove Jail Facility per RFP S-1276-A.
2. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of two (2) years from full execution of the agreement, with an option to extend said agreement an additional two (2) years, for a total performance period of four (4) years. Option years to cover the Avigilon System Maintenance and Support Services, shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment "A", and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation for the first two (2) years under this agreement shall not exceed (NTE) the amount of: Ninety One Thousand Four Hundred Thirty Five Dollars and 53/100 (\$91,435.53) which includes: (\$89,239.79) for all labor, parts and equipment needed to complete the project and the first (included) and second year of the Avigilon System Maintenance and Support Services (\$2,195.74),

payable in arrears and in accordance with Proposal Pricing form, Attachment B. The optional Avigilon System Maintenance and Support Services shall be at the option of the City and shall be at a cost of \$2,195.97 per year. All work shall be in accordance with RFP No. S-1276-A, all addenda issued and the proposal submitted by the contractor.

- 3.2 Payment For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING FORM, Attachment "B". For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING FORM, Attachment "B. All work shall be in accordance with RFP. No. S-1276-A.
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. **Insurance Requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law provide Employers Liability in an amount not less than \$1,000,000.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Cyber Liability coverage in the amount of \$1,000,000 per occurrence.

An **On-Going and Completed Operations Additional Insured Endorsements** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary and non-contributory as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

- 5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any

default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (CONTRACTOR)  
BlueViolet Networks LLC  
Attention: John Paul, CEO  
17815 Newhope Street, Suite M  
Fountain Valley, CA 92708
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove                      Garden Grove City Attorney  
11222 Acacia Parkway                      11222 Acacia Parkway  
Garden Grove, CA 92840                      Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Liquidated Damages for Delay.** CONTRACTOR agrees to complete the project with 30 calendar days of obtaining all equipment listed in Attachment B that is needed to complete the project. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract
15. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
17. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents,

officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

18. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.
  
19. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**


By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**BlueViolet Networks LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
57859B15EE104FD...

Name: JOHN PAUL \_\_\_\_\_

Title: ceo \_\_\_\_\_

Date: 8/16/2021 \_\_\_\_\_

Tax ID No. 46-3646089 \_\_\_\_\_

Contractor's License: 1168137 \_\_\_\_\_

Expiration Date: 08/31/2022 \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

 \_\_\_\_\_  
DocuSigned by:  
8A61EE779B44411...

Garden Grove City Attorney

8/16/2021  
\_\_\_\_\_  
Date

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP No. S-1276-A (PAGE 1 of 4)**

**Provide all labor, parts, materials, equipment and installation of a camera system in the City of Garden Grove Jail Facility**

**SCOPE OF WORK**

The City of Garden Grove is seeking qualified contractors with a minimum of three (3) years of experience installing cameras systems similar to those requested in this RFP/Scope of Work for other police departments.

The qualified contractor selected will provide all labor, parts, materials, equipment and installation of a camera system in the City of Garden Grove Jail Facility and will meet all requirements as specified in this Request for Proposal and any addenda to follow.

**PARTS LIST/INSTALLATION REQUIREMENTS:**

The list of cameras include one (1) exterior camera, one (1) sally port camera, three (3) jail cell cameras and thirteen (13) interior cameras of the jail, for a **total of eighteen (18) cameras**. Cameras should support compression suitable for the project scope (e.g. H.264, H.265).

Supply and install **three (3)** new corner mount dome IP PoE surveillance cameras that are capable of providing HD or better resolution and a variable frame rate to 30 fps. The camera enclosure must be vandal-proof with an anti-ligature design and capable of functioning in low light areas. Cameras should support compression suitable for the project scope (e.g. H.264, H.265).

Supply and install **fifteen (15)** new ruggedized dome IP PoE surveillance cameras that are capable of providing HD or better resolution and a variable frame rate to 30 fps. Cameras should support compression suitable for project scope (e.g. H.264, H.265).

Installation of the dome cameras in the west interview room should consist of two (2) cameras. One (1) camera should be on with constant recording and the second camera should operational with the ability to turn it off, (kill) switch installed near doorway of the interview room, while conducting sensitive inmate searches.



**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP No. S-1276-A (PAGE 2 of 4)**

Three (3) monitors (50 inch) which must be installed in locations determined by GGPD representative. Monitors are to be installed as follows: two (2) in the jail and one (1) in the Watch Commanders office.

Provide and install hardware and cabling (as required) to enable live stream of all cameras to television monitors in three (3) locations as directed by GGPD representative.

ALL products need to be NDAA compliant. Cameras that are black list are not allowed and will not be accepted by the City.

All cameras must have a built in microphone and the City prefers that it be internal. The City may consider an external one so long as it cannot be tampered with or accessible to be touched by anyone.

Supply and install a VMS (video management system) capable of recording, playback, and storage of 560 days (18 months) of continuous recording for all cameras.

Supply and install a PoE switch to provide connectivity to cameras.

Provide licensing for all installed software as required. VMS should support a minimum of 10 concurrent users. The contractor must install the most recent version of the software and to upgrade it if any updates are released within one year of the project completion date.

Supply and install all necessary plenum-rated CAT6 wire to complete Scope of Work.

Supply and install all equipment in existing locations or locations as directed to do so by GGPD representative.

Audio recording for all cameras, with the ability to deactivate audio.

Mounting hardware, brackets, cabling, and miscellaneous parts as required.

Remove and dispose of existing equipment as directed by GGPD representative.

**NOTE:** The City reserves the right to select the parts and services within the proposal pricing submitted by all proposers based on the current fiscal year budget. There is no

guarantee that all parts and services listed in the pricing proposal will be selected and included in the contract.

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP No. S-1276-A (PAGE 3 of 4)**

**PROPOSAL PRICING REQUIREMENTS:**

Provide pricing and specifications for all items included in **PARTS LIST/INSTALLATION REQUIREMENTS** section, items listed below, in your proposal, and any other parts or equipment that are necessary for the camera system installation. Failure to do so may result in your proposal being deemed as non-responsive at the City's discretion.

Please label the Proposal Pricing as "Attachment B-Proposal Pricing." It must be all inclusive and include local sales tax (8.75%) as well as any other fees such as shipping, etc. The City will not consider any additional charges that are not included in the Proposal Pricing.

Provide one year onsite priority support. Three (3) year warranty on all VMS hardware, cameras, switches. Onsite training to be provided to GGPD.

Provide pricing of maintenance program (length of program and what is included) and on-call repairs.

Provide three (3) years of installing and maintaining camera systems.

Provide pricing and information on the warranty period for parts and installation.

Provide pricing and information for training on the new camera system. The dates must be flexible to accommodate various schedules.

Provide pricing for any additional costs or equipment not specified in the Scope of Work. Please include a cost break down of how these additional costs are calculated.

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP No. S-1276-A (PAGE 4 of 4)**

**OTHER REQUIREMENTS:**

Company must have experience working with a Law Enforcement agency, within the last three (3) years, in the area of security camera/surveillance and list references indicating such.

Lead-time must be provided for all equipment listed in your proposal and any other equipment that is necessary for the installation of the camera system.

Page 25 of the RFP document must be signed and included as part of Attachment B-Proposal Pricing.

DIR Registration and Prevailing Wage are required for this project.

All proposals must be submitted electronically via the City's Planet Bids portal. Paper or email copies will NOT be accepted for any reason.



**blueviolet**  
NETWORKS

To: City of Garden Grove  
Attn: Sandy Segawa  
11222 Acacia Parkway  
Garden Grove, CA 92840  
714-740-4380

Quote

Date: 8/11/2021

**Bid at Max FPS (20-30)**

Expiration Date: 12/16/2021

Salesperson Randy Toma	Job Location or Description City of Garden Grove	Delivery Date TBD	Payment Terms NET 30
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Scope of Work

Qty	Manufacturer	Part Number	Description	MSRP	Unit Price	Qty Total
<u>Servers- Switches- Licenses - Video</u>						
2.00	AVIGILON	NVR4X-PRM-157TB-NA	NVR4X Premium 157TB 2U Rack Mnt, Windows Server 2016, NA	59,502.00	24,500.00	49,000.00
1.00	CISCO	SG350-28P-K9	CISCO SG350-28P 28-PT GIGABIT POE MANAGED	1,242.00	825.00	825.00
18.00	AVIGILON	ACC7-ENT	ACC 7 Enterprise Edition camera license	290.00	229.00	4,122.00
<u>Workstation and Monitors</u>						
3.00	SAMSUNG	3S-BE50TH	4K 50 inch Commercial LED Monitor	875.00	559.00	1,677.00
3.00	LG	Wall Bracket	Wall Mounting Bracket	\$ 100.00	\$ 100.00	300.00
<u>2MP - Interior Dome w/ Mic</u>						
14.00	AXIS	M3075-V	2MP/MINIDOME/3MM/MIC	\$ 299.00	\$ 271.00	3,794.00
<u>H5 Corner Camera</u>						
3.00	AVIGILON	3.0C-H5A-CR1-IR	H5A, Corner, CRS, 3.0 MP WDR, 3-9mm,IR Next-Generation analytics.	\$ 1,224.00	\$ 976.14	\$ 2,928.42
<u>Outdoor Camera</u>						
1.00	AVIGILON	3.0C-H5SL-BO1-IR	3.0 MP, WDR, LightCatcher, Day/Night, Indoor/Outdoor Bullet Camera, 3.1-8.4mm f/1.6, Integrated IR	\$ 775.00	\$ 618.06	\$ 618.06
1.00	AVIGILON	H4-BO-JBOX1	1.41mm f/2.0, Next-Generation Analytics, Integrated IR Junction box for the H5A Bullet, H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras.	\$ 61.20	\$ 48.80	\$ 48.80
1.00	AXIS	AXIS TU1001-VE	1.41mm f/2.0, Next Generation Analytics, Integrated IR Robust outdoor-ready analog microphone. It's vandal proof and IK66 rated	\$159.00	\$ 143.89	\$ 143.89

			Miscellaneous Hardware			
5.00	NSP	MISC	Cable	364.00	364.00	1,820.00
1.00	NSP	MISC	Conduit, Wiremolding, Cabling Support	300.00	300.00	300.00
			SIN 246-1000 Ancillary Services			
120	SIN 246-1000	Security Technician II	Functional Responsibility: Assists in the design and performs the installation of security systems. Develops or reviews designs by analyzing engineering data and schematics. Receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed.	125.00	15,000.00	15,000.00
8	SIN 246-1000	Project Manager	Functional Responsibility: coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project.	140.00	1,120.00	1,120.00
8	SIN 246-1000	Senior Engineer	Functional Responsibility: Performs a wide range of highly technical duties associated with the design, implementation and support of Local Area Network and Wide Area Network environments and related services. This includes, but is not limited to assisting with the integration of security systems hardware and software into the physical and logical architecture of the enterprise's existing information technology topography.	160.00	1,280.00	1,280.00
					Subtotal	65,577.17
					Sales Tax @ 8.75%	5,738.00
					Installation	17,400.00
					Shipping	524.62
					Bond	-
					<b>Total</b>	<b>89,239.79</b>



VI. A. Attachment B

**PROPOSAL PRICING  
RFP NO. S-1276-A  
CITY JAIL CAMERA SYSTEM  
"ATTACHMENT B"**

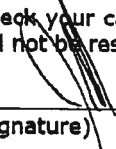
THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GARDEN GROVE  
11222 ACACIA PARKWAY

GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Plans and Specifications to: Provide all labor, parts, materials, equipment and installation of a camera system in the City of Garden Grove Jail Facility. HEREBY PROPOSE to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

BY:   
(Signature)  
John Paul  
\_\_\_\_\_  
(Type or Print Name)  
CEO  
\_\_\_\_\_  
(Title)  
jp@blueviolet.net  
\_\_\_\_\_  
(Email Address)  
Blueviolet Networks  
\_\_\_\_\_  
(Company Name)

714-754-4000  
\_\_\_\_\_  
Telephone Number



## Avigilon System Maintenance and Support Services

Get the most out of your Avigilon system

Let BlueViolet Networks maintain your Avigilon security system so that you can take care of what matters most: your business. A support agreement protects your investment and gives you the peace of mind knowing that your system is being monitored, maintained, and supported. Customize your support options and ensure you get the perfect support package that fits your unique requirements and your budget.

### Priority Service

– Our service contract customers always have First Priority

### No Surprises

– Never worry about receiving a high repair bill again

### Control Support Costs

- Be in control of your annual costs with unlimited access to support resources

## What’s Included in a Support Contract?

### Remote Monitoring

Have the confidence that your system is working for you. Know that a camera is offline or a harddrive is down before the situation becomes critical.

### Preventive Maintenance

Following Avigilon’s best practice guidelines, BVN performs an on-site assessment that includes a thorough inspection of servers and cameras, and repairs or replaces any cameras that are not working properly.

One time a year, a BVN technician will perform a thorough cleaning of all parts of your Avigilon system, including servers, hard drives, power supplies, camera casings, cameras, and camera lenses.

### ACC Software Upgrade

Stay up-to-date with the latest Avigilon Artificial Intelligence (AI) technologies. BlueViolet will upgrade your system to the latest Avigilon ACC software release. Keeping your software at the current version protects your investment, maintains your manufacturer support and adds new features (additional hardware, software, and licensing may apply):

Appearance Search  
COVID Feature Suite  
Weapon Detection

Focus Of Attention  
License Plate Recognition  
Facial Recognition

Unusual Motion Detection  
Self-Learning Analytics  
Mobile Radio Integration

### Investigation and Admin Support

#### Need help with an investigation?

- With a support contract you gain access to a team of Avigilon experts who can greatly expedite your investigation by getting you the footage that you need quickly.

#### Forget your password?

- A quick call to BlueViolet will have your password updated and you back in your Avigilon system.

#### Need a software patch?

- BVN will update the software to resolve an issue.

Support packages:

Jacob Sperling  
BlueViolet Networks  
17815 Newhope Street, Suite M  
Fountain Valley, CA 92708  
714 754.4000

# blueviolet NETWORKS

## 1. Gold:

- a. Remote monitoring
- b. Phone, email, and remote support
- c. ACC Upgrade
- d. ACC and OS software patch management
- e. Access to client portal
- f. After hours emergency support (billable)
- g. Quarterly preventive maintenance
- h. Yearly camera cleanings
- i. On-site support
- j. System admin support

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**SLA:** All support to occur during "business hours" (7AM-5PM PST, Monday through Friday, excluding holidays) unless otherwise noted.

"After hours" support is only available with the Gold support package and occurs between the hours of 5PM-7AM PST, Saturdays, Sundays, and Holidays. "After hours" support is **ONLY** activated when a customer's authorized point of contact calls the after hours support line: **714.754.4000**. "After hours" support is always billed as time and materials and is not covered by any maintenance contract. "After hours" support is billed at \$222.50 an hour.

After hours support is billed accordingly:

- o Remote: 2 hour minimum
- o On-site: 4 hour minimum plus a travel charge

The following takes place after BlueViolet receives an after hours support request from an authorized point of contact, a notification from monitoring, and or a service request:

**Response:** BlueViolet will respond within 2 hours of a request or notification.

**Resolution:** BlueViolet will provide a resolution plan within 24 hours of responding to a request or notification that will determine the course of action to address the request or notification.

**Repair:** BlueViolet will schedule and conduct repairs as necessary following the resolution plan.

**\*\*\*All support plans require remote access to the customer's Avigilon system.**

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## Feature and Benefits of Support contracts

### 01. Remote monitoring

- a. BVN will monitor the customer's Avigilon system at all times for notifications and create service tickets on customer's behalf to address any service needs detected. BVN will contact and inform the customer of any issue with their Avigilon system.
  - i. Monitored items include: health of the server, power supply failures, hard drive errors and failures, camera failures, and offline devices.
  - ii. Response to notification conforms to SLA.
    - 1. Notification generated outside of business hours will be addressed next business day.
    - 2. Service tickets will be opened to address notifications that need service that is covered under the service agreement.
      - a. Customers will be copied on all alerts per their filtered requirements.
- b. What's not included:

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Jacob Sperling  
BlueViolet Networks  
17815 Newhope Street, Suite M  
Fountain Valley, CA 92708  
714.754.4000



# blueviolet

## NETWORKS

- i. BlueViolet only monitors the customer's Avigilon system and is not responsible for monitoring the customer's network as a whole or conditions on the customer's network that interfere with monitoring the customer's Avigilon system.

### 02. Phone, email, and remote support

- a. Access to BVN's Avigilon team during business hours for support and troubleshooting customer's Avigilon system.
  - i. Access to service via email and phone.
  - ii. Troubleshooting via phone and remote access.
  - iii. Ability to open service and trouble tickets.
- b. Access to Avigilon technical resources.
  - i. Talk to an Avigilon expert to troubleshoot your issues.

### 03. ACC Upgrade

- a. BVN will upgrade customer's Avigilon ACC software to the latest version.
  - i. Access to the newest Avigilon AI features and other improvements in the Avigilon system.
    - 1. Access to some features is dependent on hardware, software, and licensing.
  - ii. Upgrade will occur once annually.
- b. What's not included:
  - i. Hardware for features released with the latest version of the ACC that require hardware upgrade (cameras and servers).
  - ii. Not already owned software options (LPR, facial recognition, POS).

### 04. ACC and OS software patch Management

- a. BVN will manage software patches for both the ACC and OS software.
  - i. BVN will maintain the software at the latest working release.
  - ii. A BVN technician will remotely access the site and apply whatever patches are needed and or necessary.

### 05. Access to client portal

- a. Customers are given access to BVN's online client portal.
  - i. Customer's can manage service requests from within the client portal.
    - 1. Open new service tickets, manage existing tickets, and communicate directly with the BVN Avigilon team.
    - 2. Place new service or camera orders online.
  - ii. Multiple logins for different site managers.
    - 1. See all open service tickets for all sites in one location.

### 06. After hours emergency support

- a. Access to after hours emergency support.
  - i. Customers have access to 24/7 support.
  - ii. After hours support is always billed as time and materials.
  - iii. See after hours support under SLA at the top of page 1.
- b. After hours support requires a contact on-site that is authorized to approve after hours support.
  - i. Billed per SLA.

### 07. Quarterly preventive maintenance

- a. BVN performs quarterly preventative maintenance.
  - i. An BVN technician will perform quarterly maintenance.
    - 1. Technicians will check all cameras, camera views, power supplies, servers, harddrives, and devices connected to the Avigilon system.
    - 2. Errors in camera view check for focus and obstructions.
    - 3. All other issues found will be turned into service tickets that will be worked through the SLA process.

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Jacob Sperling  
BlueViolet Networks  
17815 Newhope Street, Suite M  
Fountain Valley, CA 92708  
714.754.4000

# blueviolet NETWORKS

- b. What's not included:
  - i. Materials that need to be replaced will be billed unless covered by manufacturer's warranty.

## 08. Yearly camera cleaning

- a. BVN performs yearly camera and system cleaning.
  - i. Cleanings include cameras, camera lenses, security lighting, power supplies, and hard drives.
  - ii. During cleanings the technician will also visually inspect the server as a whole as well as the hard drives and power associated with it.

## 09. On-site support

- a. BVN technicians and engineers come on-site when necessary.
  - i. If a request or issue can be fixed remotely BVN will default to that method before dispatching on-site.
  - ii. For additional services while on-site customers are required to contact the support desk first and open an additional service ticket.

- b. What's not included:

- i. Change requests (camera angle or mounting).
  - 1. All change requests are billed as time and materials.

## 10. System admin support

- a. System admin support includes the following: Remote training, investigation support, and admin support.
  - i. **Remote training:**
    - 1. BVN provides admin and end user courses to the customer.
      - a. Courses are from a catalog that is available upon request.
      - b. BVN provides two remote 4 hour training blocks annually with an experienced BVN technician.
  - ii. **Investigation support:**
    - 1. BVN will assist with investigation upon request.
      - a. Investigation support conforms with SLA.
      - b. BVN will review relevant footage and supply the customer with the information that can be retrieved from that footage.
  - iii. **Admin support**
    - 1. Access to BVN for system admin purposes.
      - a. Help with system administration.
      - b. Adding, removing, and modifying users.
      - c. Assistance with complicated system administration tasks.



6/1/2021

**City of Garden Grove  
Proposal Pricing  
Starts 1 Year After Initial Installation**

Package	2 Year Contract	Signature
<b>Gold:</b>	<b>\$2,195.9714 per year</b>	<hr/>

Multiple year contracts are invoiced annually. Check the box for the desired plan.

**CUSTOMER:**

**BLUE VIOLET NETWORKS:**

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Signature

Signature

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Title/Date

Title/Date

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Jacob Sperling  
BlueViolet Networks  
17815 Newhope Street, Suite M  
Fountain Valley, CA 92708  
714.754.4000

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED BELOW.	
INSURED	Insured Name Should be exactly the same as in contract.	
	INSURER D:	
	INSURER E:	

<b>COVERAGES</b>		THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED UNDER THE POLICIES DESCRIBED BELOW. ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OF ANY POLICY MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED BELOW. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.		NOTWITHSTANDING THE ABOVE, THIS CERTIFICATE MAY BE ISSUED OR EXTENDED UNDER OTHER CONDITIONS OF SUCH POLICIES.	
INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	INSURANCE LIMITS	POLICY EXPIRATION DATE	
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY	[Red Circle]	[Red Circle]	EACH OCCURRENCE	\$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>			FIRE DAMAGE (Any one fire)	\$
GEN'L AGGREGATE LIMIT APPLIES PER:	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>			MAX. EXP (Any one person)	\$
				PERSONAL & ADV INJURY	\$
AUTOMOBILE LIABILITY	ANY AUTO			GEN'L AGGREGATE	\$
	ALL OWNED AUT			PRODUCTS - COMP/OP AG	\$
	SCHEDULED AUT			COMBINED SINGLE LIMIT (Ea accident)	\$
	HRED AUTOS			BODILY INJURY (Per person)	\$
	NON-OWNED AU			BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY	ANY AUTO			ENT	\$
EXCESS LIABILITY	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>			AC	\$
	DEDUCTIBLE			AG	\$
	RETENTION \$				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	\$
				E.L. EACH ACCIDENT	\$
				E.L. DISEASE - EA EMPLOY	\$
				E.L. DISEASE - POLICY LIM	\$
OTHER Professional Liability & Contractors Pollution Liability				Each Claim	
				Aggregate	
				Each Claim Deduct.	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSION					
Cancellation wording Is it properly amended?					

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION 10 days NOC for non-payment of premium.
City of Garden Grove		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER SHALL BE BOUND TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER MAILED TO THE LEFT.
11222 Acacia Parkway		
Garden Grove, CA 92840		
USA		AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

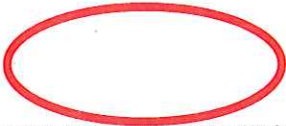
ACORD 25-S (7/97) Katherine © ACORD CORPORATION 1998

Certificate holder must match entity in contract

**SAMPLE**

Policy number is clearly stated on Commercial General Liability Endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Garden Grove, it's officers, officials, employees, agents and  
volunteers.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Schedule required with listed information

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**SAMPLE**

**Stated as Primary and Non-contributory**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

**SAMPLE**

**Very Important:**

The endorsement must be primary and non-contributory.  
Please clearly show the policy number on the endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CG-F-65 (08-03)

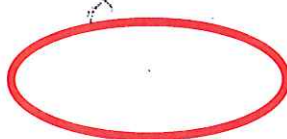
Policy Number:

Transaction Effective Date



Policy number is clearly stated.  
Does it match the insurance certificate?

POLICY NUMBER:



ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:**

Number of Days Notice: 30

**WHEN WE DO NOT RENEW (Nonrenewal):**

Number of Days Notice: 30

**NAME: CITY OF GARDEN GROVE**

**ADDRESS: P.O. BOX 3070 GARDEN GROVE CA 92842**

Attention: Risk Management

Schedule required with listed information

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Policy number is clearly stated on endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL AUTO  
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person of the Coverage Form. This endorsement changes the below.

Signature required

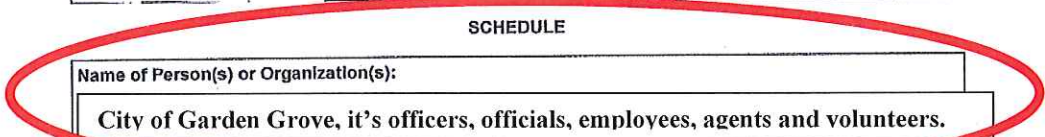
for the Who Is An Insured Provision of the Coverage Form, unless another date is indicated

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)



**SCHEDULE**

Name of Person(s) or Organization(s):
City of Garden Grove, it's officers, officials, employees, agents and volunteers.



(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Schedule required with listed information



Policy number is clearly stated on Commercial General Liability Endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:



COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

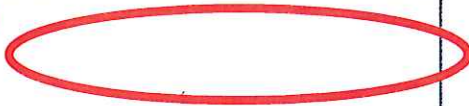
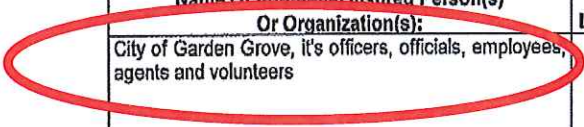
**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



Schedule required with listed information

Location as stated in Contract

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**SAMPLE**