

C O N T R A C T

This Contract is entered into this 10th day of September, 2024, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Conference Technologies, Inc. dba CTI, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, County issued the County of Ventura Board of Supervisors Hearing Room Technology Upgrade and Replacement Project Request for Proposal #6193 (hereinafter referred to as 'RFP') to determine the most qualified contractor(s) for such services for County; and

WHEREAS, Contractor submitted a proposal dated August 19, 2024, in response to the RFP (hereinafter referred to as "Contractor's Proposal"), to provide services to County;

WHEREAS, County determined, through competitive solicitation and careful review of submitted proposals, that Contractor's Proposal best meets the need of County for County of Ventura Board of Supervisors Hearing Room Technology Upgrade and Replacement Project (as described in RFP) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing County of Ventura Board of Supervisors Hearing Room Technology Upgrade and Replacement Project and related services hereinafter described; and

WHEREAS, County and Contractor are willing to enter into a County of Ventura Board of Supervisors Hearing Room Technology Upgrade and Replacement Project Contract in accordance with the RFP and Contractor's response thereto, which by this reference are incorporated herein, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing County of Ventura Board of Supervisors Hearing Room Technology Upgrade and Replacement Project hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor shall perform the services and tasks described in Exhibit A hereto and all services and tasks reasonably necessary for the completion of the same (the "Work"). Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the Work. Contractor shall perform, and ensure all subcontractors perform, the Work in a safe, professional, skillful, and

workmanlike manner. All Work and any portion thereof separately identified shall be completed within the time provided in Exhibit A.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibit A. County payment terms are Net 30 in arrears upon receipt of invoice.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, officer, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for any salary, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, federal, state or local taxes, or other compensation, benefits or taxes of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, County will have no control over the means or methods by which Contractor will perform services under this Contract.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless Indemnatee (as defined elsewhere herein) from and against all Third-Party Claims (defined elsewhere herein) made against indemnatee based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. Contractor further agrees to hold Indemnatee harmless from and to compensate Indemnatee for any Third-Party Claims against Indemnatee for payment of state or federal

income or other tax obligations relating to Contractor's compensation under the terms of this contract. Contractor will not settle or otherwise compromise a Third-Party Claim covered by this paragraph without County's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of Contractor.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from September 10, 2024 through December 31, 2024, subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of, and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Contractor, County or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except Third Party Claims litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of Indemnitee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's prior written approval. Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.

- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the Chief Procurement Officer. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material

needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Mia Martinez, Chief Deputy Clerk of the Board of Supervisors, or her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: Conference Technologies, Inc. dba CTI
Attn: Dan Bunyard
11653 Adie Road
Maryland Heights, MO 63043

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.

19. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #6193
3. Contractor's proposal dated August 19, 2024

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the

enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. **PREVAILING WAGE**

Work to be performed under this Contract is "public works" as defined in Labor Code section 1720(a), subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Pursuant to Section 1773.2 of the Labor Code, the current prevailing rate of per diem wages at the time of the Bid as determined by the Director of the Department of Industrial Relations (DIR) are on file with the County Purchasing Agent and available at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor shall post a copy of these rates at the Work site. Pursuant to Section 1774 of the Labor Code, the Contractor and any subcontractors shall pay not less than the specified prevailing rates of wages to workers employed on the Contract. The project is subject to compliance monitoring and enforcement by the DIR. The Contractor is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4, subdivision (a)(2). The Contractor and each Subcontractor, if any, must be registered with the DIR pursuant to Labor Code section 1725.5 and section 1771.1. The Contractor and each Subcontractor, if any, must submit certified payrolls to the Labor Commissioner pursuant to Labor Code 1771.4.

26. **WARRANTY**

The Contractor warrants to the County that materials and equipment furnished under the Contract will be new, unless otherwise specified in the Contract, and of good quality, that the Work will be free from defects in materials and workmanship and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements may be considered defective by the County. This warranty excludes damage or defect caused by abuse (other than by the Contractor or those under the control of the Contractor), modifications not executed by the Contractor, or improper or insufficient maintenance. This warranty excludes normal wear and tear. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the County with greater warranty rights. This warranty is in addition to any warranties or guarantees provided by manufacturers or suppliers of specific materials or equipment used in construction. The Contractor shall submit any such warranties to County upon completion of construction.

27. **ACCESS TO AND USE OF COUNTY TECHNOLOGY**

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof as Exhibit C. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

28. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

29. **MISCELLANEOUS**

- a. Third Party Beneficiaries. Except for indemnitees under sections 3 and 8 above, this contract does not, and the parties to this contract do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- b. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- c. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- d. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- e. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties

intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- f. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.
- g. Counterparts. This contract may be transmitted and signed by electronic or digital means by either or both parties and such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONFERENCE TECHNOLOGIES, INC. DBA CTI*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

CONFERENCE TECHNOLOGIES, INC. DBA CTI*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.



Scope of Work Narrative for TV Broadcast and A/V Installation at County of Ventura Board of Supervisors' Hearing Room

Scope of Work Narrative for TV Broadcast and A/V Installation at the County of Ventura Board of Supervisors' Hearing Room.

Project Title: Installation of TV Broadcast and A/V System at the County of Ventura Board of Supervisors' Hearing Room.

Location: County of Ventura Board of Supervisors' Hearing Room, Ventura County Government Center, Hall of Administration, 800 S. Victoria Ave, Ventura, CA 93009

Project Overview: This project aims to establish a cutting-edge television broadcast and audio/visual (A/V) system for the County of Ventura Board of Supervisors' Hearing Room. The installation will integrate advanced video camera systems, TV production control, routing switchers, audio systems, large display monitors, and enhanced connectivity features. The project will support the broadcast of live and recorded events, including county meetings and public announcements, and will enhance the A/V capabilities of the Board Room to facilitate presentations and live call-ins.

1. Site Assessment and Preparation: The project will commence with a detailed site assessment at the Ventura County Supervisors Production Studio. This will involve evaluating existing infrastructure, assessing the current layout, and planning for the integration of new equipment. The assessment will cover the Board Room and adjacent areas, including the Control Room, ensuring space and infrastructure readiness for new A/V installations.

Preparations will include planning the placement of large display monitors, ceiling speakers, and other A/V components. All necessary permits will be secured for any structural modifications.

2. Engineering and Design: The Systems Integrator will evaluate the County's equipment selections and design and provide final system engineering, design, and equipment selections to ensure complete functioning systems with adequate infrastructure including power, panels, backboxes, conduits, anchoring and other permanent fixtures not provided by the County. This may include ancillary or secondary systems to ensure a turnkey system. The TV & AV Systems Integrator shall provide final selections and design to the County for approval prior to procurement as described in the Design Phase.

3. Demolition & Decommissioning: While some pre-staging, assembly and pre-build may take place in the new, adjacent Control Room next to and on the same level as the Board Room, the old Control Room can be decommissioned after the last Board of Supervisors meeting with the full-size racks to be decommissioned along with all the workspace console systems. New Racks may be used and will be installed within 5-feet of the old rack locations. Some existing TV Broadcast equipment may be reinstalled as designed. Both the TV Production and AV Systems shall be decommissioned. The Systems Integrator shall remove and set aside for County inspection all decommissioned equipment. The Systems Integrator shall alert the County to equipment containing embedded data and/or County asset control labels and set that equipment aside for alternate disposition. The Systems Integrator shall ensure that no equipment with County related data will be removed from County possession.

4. Cabling Decommissioning: Cabling within the existing Control Room and between the Board Room and the Control Room will also be decommissioned and removed from cable pathways with the exception of cables that are to remain and be protected-in-place as a part of the OFCI equipment or systems as identified in the design stage or implied.

5. Equipment Procurement and Delivery: All necessary equipment for the TV broadcast and A/V system will be procured, including:

- **Video Camera System:** The Telemetrics Robo Eye2 system will replace existing camera units, with new cabling installed to support these units. A Sony SRG-x400 PTZ camera will be installed at the Clerks Desk for enhanced coverage. Four existing PTZ Board Room Cameras will be re-installed, with Two in the Lobby and Two in the Lower Plaza Assembly Room, either using the current Camera Controller or integrating into the Telmetrics system if compatibility allows.
- **Projectors and Large Display Monitors:** The existing projectors in the Board Room will be re-integrated with the new A/V system, with an option to replace them after the bid process based on cost factors. Two 98" Sony Video Display monitors, capable of 4K resolution (3840x2160) and 440 nits brightness, will be installed in the Board Room. These monitors will be positioned according to the provided plan-view layout, with options for column or pole attachment.
- **TV Production Control System:** A Telemetrics RCCP-2A Controller will be installed to serve as the primary control interface, integrating with cameras, the Ross XPression Character Graphics, and the Ross CUF-124 Carbonite Ultra 1RU Multi-ME HD/UHD Production Switcher. This setup will enable comprehensive control over live broadcasts and recorded sessions.
- **Ross XPression Studio** -This software-based solution will provide live graphics and instant recall capabilities for all live meetings and events. The system will include both creation and playout functionalities, enabling offline graphics creation and online control via the Switcher or Telemetrics Controller. The Ross XPression Studio will ensure broadcast-quality graphics and support automation for sequencing graphic events.

Upon procurement, equipment will be securely delivered to the installation site. A verification process will ensure all components are received and in working condition.

6. Installation of Studio and A/V Equipment: The installation team will focus on deploying the camera systems and integrating them with both the existing broadcast setup and new A/V components. Telemetrics Robo Eye2 cameras will be installed at strategic locations, and the Sony SRG-x400 PTZ camera will be positioned at the Clerks Desk. New cabling will ensure seamless integration with the control room.

Protect-in-Place Projectors: The existing projectors will be re-integrated with the new A/V system, ensuring that they continue to serve the Board Room effectively. If replacements are decided upon, they will be handled under a separate Add Alternate agreement.

7. Control Room Setup: The Control Room will be the nerve center for both TV broadcast and A/V operations. Key tasks will include:

- **Routing Switcher Installation:** A Blackmagic Video Hub 40x40 (BMD-VHUB) will be installed, serving as the main hub for managing all video and audio signals. This switcher will enable flexible routing of IP signals to and from the production and A/V systems, ensuring efficient signal management.
- **Video Switcher Integration:** The Ross CUF-124 Carbonite Ultra 1RU Multi-ME HD/UHD Production Switcher will be installed and programmed to handle the necessary video inputs and outputs, supporting both live broadcast needs and A/V presentations. This switcher will provide robust, high-definition and ultra-high-definition switching capabilities, ensuring high-quality video production.
- **Ross XPression Studio Integration:** The Ross XPression Studio software will be configured on the **Ross Video XPression 1RU HD-SDI Chassis** to manage the creation and playout of live graphics. This integration will support both offline graphic creation and real-time control during broadcasts, ensuring seamless transitions and professional-quality visual presentations. The setup will include automation for sequencing graphic events and the ability to control graphics output via the Switcher or Telemetrics Controller, providing robust and flexible broadcast capabilities.
- **Audio Integration:** The sound reinforcement system will include a variety of microphones, input panel connectors, a Digital Signal Processor (DSP), amplifiers, and ceiling speakers. The system will incorporate up to 23 microphones, including 21 gooseneck microphones around the dais, 2 combo ULXD wireless systems, and 4 desktop microphones. A Shure hanging microphone will provide ambient pickup. DSP controls will ensure proper mixing of all audio sources, including live call-ins via Zoom integrated.

8. Sound Reinforcement System: The sound reinforcement system will be a critical component of the Board Room A/V setup:

- **Microphone Setup:** The system will support at least 23 microphones, with muting and level control available for each. Microphones will include 21 gooseneck microphones around the dais, 2 combo ULXD wireless systems, and 4 desktop microphones with charging stations. Microphones will feature local mute feedback indicators, with integration into the overall A/V system for seamless control.
- **Ceiling Speakers and Zoning:** Up to 36 Sonance 8-inch ceiling speakers will be installed, using layout software to optimize placement based on room size and acoustics. At least 3 independently controlled speaker zones will be established, providing precise sound management across different areas of the Board Room.
- **Assistive Listening System (ALS):** An ALS system with Inductive Loop and "Listen Everywhere" server, currently installed, will be integrated into the new sound system. The system will accommodate ADA and CBC code requirements, with receivers for 4% of room occupancy and compatibility with hearing aids.

9. Additional A/V Features:

- **Live Call-in Capability:** The A/V system will include functionality for live call-ins via Zoom, integrated into the sound mix. This feature will enhance interactive capabilities during live meetings and public sessions.
- **Quad Multiviewer:** A Quad Multiviewer, controlled by the Crestron system, will be installed to allow viewing of multiple sources simultaneously. Users will have the ability to easily select a source within the multiviewer and display it full screen, with the accompanying audio routed to the ceiling speakers.
- **PC/AV Connection Points:** AV Wall Plates with HDMI and 3.5mm audio inputs will be used for PC and other A/V device connections. These inputs will be routed through the AV Matrix/AV over IP system via transmitters. Control Room staff will manage presentations using these connections.
- **Wireless PC Connection:** A Barco Clickshare C-10 wireless presentation system will be installed to facilitate video and audio presentations from any location within the Board Room. This system will allow presenters to connect wirelessly using a dongle, enhancing the flexibility of meeting and presentation setups.
- **Lectern and ADA Table Controls:** USB extensions with Stream Deck button controls will be installed at the lectern and ADA table, providing intuitive control for slide advancement and other presentation functions. A clock system by Alzatex will manage speaker timing, with up to 8 digital screens displaying timing information.

- **Dais USB Accommodations:** Dais and staff positions will be equipped with Desktop AC and USB Charging Stations, integrated with microphone connections and other A/V components. A total of up to 11 locations will offer both AC and USB charging options, ensuring convenience for users.
- **Dais Member Control Interfaces:** Each Board member will have a local touch screen control panel, allowing them to manage inputs to their monitors independently. Granicus Voting and A/V Presentation will be the primary inputs, with options for multiview and individual output control.

10. Software Programming and Ownership: Setup, configure, and program all required software necessary to develop a complete operating system, including all control logic and push button or touch-screen component panels, faceplate or interface programming. All credentials for all PC's, or other devices and their associated log-in credentials for Admin and Users will be provided to the County. All Engineering level credentials will also be delivered.

- The Systems Integrator, and all entities working with or for the Systems Integrator agree that all materials, documents, software programs, uncompiled code, documentation, written designs, plans, diagrams, reports, software development tools, diagnostic aids, computer-processed media, other source codes, object codes, conversion aids, and software programming of any and all types, developed or acquired, in whole or in part pursuant to this project, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of COUNTY and delivered as a part of the final system acceptance process.

11. Testing and Commissioning: A rigorous testing phase will follow installation, including:

- Verifying the functionality of video cameras, projectors, display monitors, and sound systems.
- Testing the integration of live call-ins, Quad Multiviewer, and A/V controls.
- Checking signal routing through the Blackmagic Video Hub 40x40 and ensuring compatibility with the TV Production system.
- Testing the Ross XPression Studio for graphic creation, playout, and integration with the Telemetrics Control Panel and Switcher.
- Conducting audio tests to confirm proper zoning and sound reinforcement.

The Systems Integrator shall demonstrate that the entire system is operational including all individual devices and specified control functions to the satisfaction of the County project designee. Any issues identified during testing will be resolved to ensure all systems meet operational and quality standards.

The system is not a complete functional system until all equipment is online, tested, and functioning without defects and all power supplies, accessory cables, equipment manuals, and as-built system documentation have been provided to and accepted by the County. No training can take place until the system is substantially completed.

12. Training and Handover: Comprehensive training will be provided to Ventura County technical staff, covering operation, maintenance, and troubleshooting for both broadcast and A/V systems. Training will include detailed operation of all systems, recommended maintenance practices, and basic troubleshooting techniques. User manuals and operational guides will be supplied.

Manufacturer Commissioning and Training: Manufacturer commissioning and training will be provided for the Ross switcher and graphic systems, including the Ross XPression Studio. CTI will offer event support to the A/V and broadcast team, ensuring a smooth transition and operational readiness.

Documentation: The Systems Integrator will provide “as built” drawings in electronic AutoCAD with 4 copies of the finished “as-built” set on 11x17 sized paper to be delivered in PDF no later than 20 days after the project’s completion for both the TV Production and AV Presentation Systems separately including single-line drawings, rack elevations, plan layouts and patching, network port details. It is only after delivery of these items that project is considered complete and final payment can be made.

13. Post-Installation Support: Post-installation support includes a one-year warranty period for all installed systems and equipment. This warranty covers hardware, software, and labor for troubleshooting, repair, and re-installation as necessary. Regular maintenance checks will ensure the system remains in peak condition, with technical support available to address any issues.

Meeting Attendance Technical Support: Additionally, the Systems Integrator shall provide onsite engineering and troubleshooting assistance with staff assistance for at least 3 consecutive civic meetings, with the 1st being a BOS meeting following the system acceptance milestone and extended by 1 or 2 meetings if significant issues arise within those first 3 civic meetings. The service shall include at least 1 technician or engineer who fully understands the installed systems and has worked on the project in a significant capacity and time frame.

Project Timeline: The project timeline is September 10, 2024 through December 31, 2024. The installation and testing is expected to be completed within 10 weeks from acceptance of the proposal. The entire project is expected to be completed within 15 weeks from the acceptance of the proposal, including training which will be done in December 2024. A project manager will be assigned to communicate progress and coordinate with Ventura County staff at critical milestones. Upon notice to proceed, the project plan will be initiated immediately.

Conclusion: The installation of the TV broadcast and A/V system at Ventura County Supervisors Production Studio will provide a modern, integrated solution to meet the diverse needs of county meetings and public broadcasts. The project will enhance communication capabilities, ensuring that Ventura County can effectively engage with its residents and stakeholders.

14. Payment: Payment terms are: 60% upon notice to proceed; 30% (adjusted based on actual equipment costs) upon completion of scope of work item no. 11 “Testing and Commissioning” or on November 30, 2024, whichever comes later; and 10% upon full acceptance or on December 31, 2024, whichever comes later, all Net 30 payment in arrears upon receipt of invoice.

15. Service and Warranty: During a period of active service agreement or warranty, including purchased extended warranty, Regular Software and Firmware updates will be applied/installed by CTI, in person or remotely.

Exhibit B

COUNTY SELECTED SUMMARY OF COST

Ventura County AV & TV Systems Technology Project

Project Cost SUMMARY		TOTALS
Project Category	Description	SUBTOTAL
AV SYSTEM COST ESTIMATE	Video Displays, Touch Controls, Sound Reinforcement	\$ 344,130
TV PRODUCTION COST ESTIMATE	Cameras, Video Switchers, Recorders, Mixers, Lighting, Web Streaming	\$ 535,076
LOBBY AV MONITOR SYSTEMS	Lobby Video Monitors and Audio System	\$ 18,524
GRAND TOTAL NOT-TO-EXCEED BASE BID		\$ 897,730

ADD ALTERNATE Cost SUMMARY- Equipment Add		TOTALS
Project Category	Description	SUBTOTAL
TV PRODUCTION COST ESTIMATE	Forecast Furniture	\$ 22,000
TOTAL NOT-TO-EXCEED		\$ 22,000

Contingency		TOTALS
Project Category	Description	SUBTOTAL
BASE BID CONTINGENCY	Contingency on all items listed in Base Bid.	\$ 89,773
ADD ALTERNATES CONTINGENCY	Contingency on add alterate furniture item.	\$ 2,200
TOTAL NOT-TO-EXCEED		\$ 91,973

ADD ALTERNATE Cost SUMMARY 4 Additional Years Support		TOTALS
Project Category	Description	SUBTOTAL
AV & TV SYSTEM COST ESTIMATE	Warranty 4 Additional Years \$49,500 per year paid up front (Ross, Telemetrics, CTI Complete AV CTI Complete Broadcast)	\$ 198,000
TOTAL NOT-TO-EXCEED		\$ 198,000

Total Project Cost Summary		TOTALS
Project Category	Description	SUBTOTAL
BASE BID		\$ 897,730
ADD ALTERNATES		\$ 22,000
CONTINGENCY		\$ 91,973
WARRANTY		\$ 198,000
TOTAL NOT-TO-EXCEED		\$ 1,209,703

Ventura County Non-Employee Information Technology Usage Agreement

Anyone that is not a Ventura County employee (“Non-employee personnel”) who will access (which includes but is not limited to use, maintenance, repair or installation of) Ventura County information technology in the course of their work for Ventura County are required to sign this document before accessing, using, maintaining, repairing or installing any Ventura County information technology system. “Information technology” includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Ventura County.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Ventura County property, or Internet access. Ventura County reserves the right to review, audit, or monitor any information technology used by non-employee personnel.
2. Non-employee personnel shall use only accounts authorized by the sponsoring County department.
3. Non-employee personnel may access only those resources for which they are specifically authorized. Any other access is prohibited.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following:
 - a. Passwords shall remain confidential.
 - b. Passwords shall be changed at least every 120 days.
 - c. Passwords shall be at least six characters long.
 - d. Systems will be configured to “lock-out” the account after 5 or less incorrect password attempts.
 - e. Passwords shall not contain your user name or any part of your full name.
 - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Only the Ventura County sponsoring department can authorize multiple people for use on a single service account.
7. Non-employee personnel may not leave their workstation logged onto the County network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the sponsoring department, of all software loaded onto any Ventura County computer. The software must have been approved in writing in advance by the sponsoring department.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the sponsoring County department.

Ventura County Non-Employee Information Technology Usage Agreement

11. Non-employee personnel shall promptly notify the sponsoring department if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the sponsoring department.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Ventura County hardware, which has not been approved in writing in advance by the sponsoring County department.
14. Non-employee personnel may not remove any computer hardware, data or software from a Ventura County building for any reason, without prior written approval from the sponsoring County department.
15. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device or anti-virus program installed on Ventura County hardware.
16. Non-employee personnel that request exclusive control over County servers must have the servers reviewed by the Information Technology Services Department Security Group.
17. Non-employee personnel shall not attach any cables or devices to the Ventura County network that would extend the County network to non-employee users..
18. Non-employee personnel may not copy any data and/or software from any Ventura County resource for personal use.
19. Non-employee personnel may not utilize Ventura County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet usage or surfing not required for their specific contract work activity;
 - c. Non-related work activity; or
 - d. Any illegal activities, which include but are not limited to creation, download, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials.
 - e. Downloading of files from non-County resources. If files are needed for specific contract work, the non-employee shall first obtain authorization from the appropriate sponsoring County department.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the sponsoring County department.
21. Non-employee personnel may not give out any Ventura County computer information to anyone with the sole exception that the non-employee may give other non-employee personnel such information in order to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.

Ventura County Non-Employee Information Technology Usage Agreement

23. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the sponsoring County department.
24. Non-employee personnel shall not obtain or distribute or attempt to obtain or distribute Ventura County system or user passwords.
25. Non-employee personnel shall not obtain or distribute or attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Ventura County facility for which they are not authorized entry or access to.
26. All equipment issued to non-employee personnel will be returned in good condition to Ventura County upon termination or suspension of the Ventura County/non-employee Personnel relationship.
27. Non-employee personnel are prohibited from causing Ventura County to break copyright laws.
28. Use by non-employee personnel of any Ventura County information technology will acknowledge acceptance of the above-referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including but not limited to total removal from the Ventura County project as well as being subject to California civil and criminal liability. Disciplinary action may include Ventura County requesting that the employer of the non-employee demote, suspend or terminate the non-employee. Finally, Ventura County reserves the right to deem a non-employee's breach of this Agreement as a breach of the underlying agreement for information technology services or products or the agreement that necessitates a non-employee accessing County information technology.

_____	_____
Non-employee name (print)	Company/Agency name (print)
_____	_____
Non-employee signature	Date
	Non-employee phone number

Ventura County Sponsor (*Print employee name, department and phone number*)

Purpose (State the reason for the need of the non-employee)

Ventura County Contract Number and Contract Name authorizing the non-employee work