

MASTER SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“County”), on behalf of **THE DOUGLAS COUNTY SHERIFF’S OFFICE** (“DCSO”) and **BEACON COMMUNICATIONS, LLC**, authorized to do business in Colorado. The County, DCSO and Beacon Communications are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the County is undertaking certain activities including a comprehensive upgrade of the existing Audio-Visual infrastructure in the Emergency Operations Center (EOC) at the Douglas County Justice Center; and

WHEREAS, the Consultant is in the business of providing live video production capabilities to governmental entities; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. MASTER AGREEMENT SCOPE: This Agreement shall provide general terms of engagement and obligations between the Consultant and the County which shall apply to and control any Scope of Service Agreements (SOSA), which is attached hereto and incorporated herein as Exhibit A, between the Consultant and the County. The SOSA shall provide the Scope of Work and financial terms between the Consultant and the County.

2. LINE OF AUTHORITY: Michael Alexander, Director of Emergency Management, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Contract.

3. SCOPE OF SERVICES: Services provided by the Consultant shall be defined by a separate Scope of Services Agreement (SOSA) that shall be approved independently but shall be incorporated by reference and subject to all the provisions of this Master Services Agreement. See Exhibit A attached hereto.

The County may, from time to time, request changes to the scope of services provided in the SOSA. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of the SOSA upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for any payments under this Agreement except as authorized in the SOSA and any payments stated in the SOSA shall be subject to the following:

Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is ONE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED Dollars (\$171,800.00) any funds appropriated for this Agreement are for the fiscal year in which the SOSA is executed. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the fiscal year of the SOS or subsequent SOSA is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on August 1, 2025, and terminate at 12:00 a.m. on March 31, 2026. This Agreement and/or any SOSA executed that references this Agreement shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of a Consultant Representative shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer, or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions, or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

8. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Consultant to perform work under this Agreement shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, or any subsequent agreement subject to this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.

13. OWNERSHIP OF DOCUMENTS: Except for documentation identified as the Consultant's pre-existing intellectual property, drawings, specifications, guidelines, and any

other documents prepared by the Consultant in connection with this Agreement, or any subsequent agreement, shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant pursuant to this Agreement shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Consultant.

16. NOTICES: Notices concerning termination of this Agreement or for any SOSA referencing this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, or any referencing SOSA, and all other notices shall be made as follows:

by the Contractor to:	Douglas County Sheriff's Office Attn: Michael Alexander Director of Emergency Management 4000 Justice Way Castle Rock, CO 80109 (303) 660-7589 malexand@dcsheriff.net
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with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 (303) 660-7414
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and by the County to:	Beacon Communications, LLC Attn: Phil Tournay (303) 750-6500 ptournay@beacomcom.com
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Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time

designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

20. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Agreement or services performed pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Agreement, Sections 1 through 33
- 2nd Exhibit A- SOSA Scope of Work & Method of Payment
- 3rd Exhibit C- Insurance Requirements

24. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent, or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit B, attached hereto, and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Agreement.

27. COUNTY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. CONFIDENTIALITY OF INFORMATION: Both parties understand and agree that data, materials, and information disclosed by a party to the other party may contain confidential, trade secret and/or protected information. To the extent permitted by law and except as required by the Open Records Act, each party covenants that data, material, and information gathered, based upon or disclosed for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the other party.

29. DATA SECURITY AND COMPLIANCE WITH C.R.S. §6-1-713, §6-1-713.5 AND §6-1-716 REGARDING PROTECTIONS FOR CONSUMER DATA PRIVACY. The Parties shall comply with all relevant provisions of the Colorado Revised Statutes regarding Protections for Consumer Data Privacy. Specifically, C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 requiring the Disposal of personal identifying documents, Protection of personal identifying information, and Notification of security breach.

In addition, the Consultant shall:

- A. Employ reasonably acceptable security standards; and
- B. Immediately notify County of any breach of data containing personal identifiable information as defined in the Colorado Revised Statutes.

30. WARRANTY, EXCLUSIONS, AND DISCLAIMER:

A. *Software Warranty.* Licensor warrants that the Software delivered hereunder shall conform to the Functional Specifications set forth in the Exhibit A and will be free of Errors during the Warranty Period. Warranty Period means for each system delivered under this Agreement, the Warranties shall extend to all Errors discovered within twelve (12) months from the date of Final Acceptance of the system by the County. Licensor's sole obligation and responsibility to County under the foregoing warranty is to remedy, at no cost to County, any such Error reported to Licensor during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third Party Software provided by Licensor hereunder, Licensor makes no warranties, but shall, to the extent legally permitted, pass through to County all warranties provided by the original licensor/manufacturer.

B. *Software and Operational System Warranty.* Licensor warrants:

- i. **Material and Workmanship.** Each system delivered, including software that is a part of the system, will conform to all requirements of materials, workmanship as specified in the Scope of Services, Exhibit A.
- ii. **Design and Manufacture.** Each system, and or system software delivered under this Agreement will conform to all design and manufacturing requirements specified in this Agreement including software design specifications and configurations.
- iii. **Essential Performance.** Regardless of the County's initiation of or participation in developing system design or specifications, each system and related software delivered under this Agreement will conform to the performance requirements and functional requirements and verified by the tests and procedures set forth in Exhibit A herein.
- iv. **Uniform Commercial Code.** County shall retain all its rights pursuant to C.R.S §4-2-101 *et seq.* of the Colorado Uniform Commercial Code.

C. **County's Remedies for Breach of Warranty.**

- i. The rights and remedies of the County under the above stated warranties are in addition to any rights and remedies of the County under any other provision of this Agreement, including, but not limited to, the County's rights in relation to latent defects, fraud, or gross mistakes that amount to fraud; and shall apply notwithstanding inspection, acceptance, or any other clauses or terms of this Agreement.

- ii. In the event of any Error with respect to a system deliverable under this Agreement, the County in its sole discretion may: (i) require the Licensor to take such action as may be necessary to eliminate the Error, at no additional cost to the County; (ii) require the Licensor to supply, at no additional cost to the County, all materials and instructions necessary for the County eliminate the Error; or (iii) equitably reduce the Agreement price.
- iii. The County may elect the remedies as provided above notwithstanding any dispute respecting the existence of or responsibility for any alleged Error as defined herein with respect to any system deliverable under this Agreement; provided that the Licensor will not be required to pay costs incurred by the County until final determination of the existence of the Error. In the event that the alleged Error is subsequently determined not to be an Error subject to this warranty, but the Licensor has incurred costs as required above and by the County, then the Agreement cost shall be equitably adjusted.

31. DISPUTES: Without limiting, or diminishing in any way, the County's ability to cancel without reason by providing Ten days' notice, or any other provisions therein, as set forth in Section 15, should any disputes arise with respect to this Agreement or referencing SOSA, the Consultant and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

- A. The Consultant and the County agree that, the existence of a dispute notwithstanding, each party will continue without delay to carry out all of its respective responsibilities under this Agreement that are not affected by the dispute.
- B. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten (10) business days, unless the parties mutually agree to extend this period, following the notification, to resolve the dispute. If the dispute is not resolved within ten (10) business days, the party feeling itself aggrieved may submit the dispute in writing according to the following escalation contacts:
 - a. First level: the Consultant's Regional Manager and the County's project sponsor; and
 - b. Second level: the Consultant's President/CEO and the County's Information Technologies CIO.

The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until one of the parties concludes that the presentation period is over.

- C. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within a mutually agreed upon timeframe, the parties may mutually agree to submit the dispute to non-binding mediation for a determination, based on then-current commercial mediation rules of the American Arbitration Association. If a party is still not satisfied with the decision, the party may submit the dispute to a Colorado court of competent jurisdiction.
- D. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional non-payment by the County to the Consultant of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Consultant to terminate this Agreement, and the Consultant may bring suit to collect these amounts without following the disputes procedure contained herein.

32. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

33. SOURCE CODE ESCROW: Consultant shall place the latest release of software into escrow a minimum of twice per year, as documented in a letter from the Consultant to the County's Authorized Representative. This letter shall provide confirmation that an approved software escrow agency has named Douglas as a beneficiary of the software source code.

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IN WITNESS WHEREOF, the County and the Consultant have executed this Agreement as of the above date.

BEACON COMMUNICATIONS LLC

BY: _____

ATTEST: (if a corporation)

Printed Name: _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by
_____ (Name of Individual Signing the Document).

Witness my hand and official seal

Notary Public

My commission expires: _____

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY:**

BY: _____
Abe Laydon
Chair

DATE: _____

ATTEST:

Clerk to the Board

DATE: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

DATE: _____

DOUGLAS COUNTY SHERIFF'S OFFICE:

BY: _____
Darren Weekly
Sheriff

DATE: _____

APPROVED AS TO CONTENT:

Douglas J. DeBord
County Manager

DATE: _____

APPROVED AS TO LEGAL FORM:

Kelly Dunnaway
Deputy County Attorney

DATE: _____

EXHIBIT A
SCOPE OF SERVICES AGREEMENT (SOSA)
(Beacon Communications, LLC Proposal #250763 REV1)

Project:
Douglas County Justice Center– EOC Audio Visual System

Submitted on:
June 23, 2025

Proposed Systems:
Audio Visual Systems

System Scope of Work:

Douglas County Justice Center — Emergency Operations Center (EOC) AV System Refresh

Overview

Beacon Communications proposes a comprehensive upgrade of the Emergency Operations Center (EOC) at the Douglas County Justice Center. The project includes a full refresh of the existing Audio-Visual infrastructure with the implementation of a Crestron DM NVX AV-over-IP solution. This enterprise-grade system is engineered for high-performance distribution of 4K video, audio, USB, and control signals over standard 1Gb Ethernet networks, ensuring maximum flexibility, scalability, and long-term reliability. This modernized AV solution will enable the EOC to efficiently support critical emergency response coordination, situational awareness, and video conferencing, all through a simplified and intuitive control interface.

System Objectives

- Upgrade AV system for improved reliability and expandability.
- Enable flexible routing of video and audio sources to any combination of displays or speakers.
- Integrate secure, high-quality video conferencing functionality.
- Provide intuitive, centralized control via user-friendly touch interfaces.
- Deliver professional training to ensure successful adoption and operation.

System Features & Components

Displays

- (5) 86" commercial-grade 4K displays:
 - (5) Front wall
- (4) 55" commercial-grade 4K displays:
 - (2) Left side wall
 - (2) Right side wall
- Displays will be connected via DM NVX endpoints for high-quality content delivery.

Video Sources

- (5) Owner-provided cable boxes
- (1) Rack-mounted owner PC for presentations and video conferencing
- (4) x4 Dedicated EOC PC's with emergency management software
- (1) Owner-provided PC for GIS content

Cameras & Video Conferencing

- (2) PTZ (Pan-Tilt-Zoom) cameras installed at front and rear of room
 - Supports video calls through the owner provided rack PC utilizing Microsoft Teams
- Integration with touch control interfaces for camera switching and presets

Audio System

- (2) Microphone arrays for room audio capture during video calls
- (1) Wireless handheld microphone for alternative speech pickup

- (1) New digital signal processor (DSP) for managing audio inputs/outputs
- (1) New audio amplifier
- New in-ceiling flush-mounted speakers for clear audio reinforcement

Control System

- (1) Wall or table mounted 10" Crestron touch screen
- (1) Tabletop-mounted 21.5" Crestron touch screen
 - Advanced audio/video routing
 - Preset scenes for simplified operation
- Both interfaces provide streamlined, consistent user experience

Rack & Infrastructure

- New 44U equipment rack located at the rear of the room
 - Replacement for existing AV rack
 - Will house all core system components, processors, and cabling
- Beacon will demo and remove existing AV equipment, returning it to the owner

Installation & Support

- System Design & Engineering: Tailored for EOC use-case, leveraging robust Crestron AV-over-IP architecture
- Professional Installation: All displays, speakers, microphones, cameras, and control interfaces will be securely installed to meet code and operational requirements
- Commissioning & Testing: System will be fully tested for performance, network integration, and reliability
- User Training: Beacon will provide hands-on end user training to ensure confident and effective system operation

Summary

The proposed Crestron DM NVX AV system will provide the Douglas County Justice Center EOC with a reliable, future-ready platform for managing emergency operations and communications. The design ensures maximum flexibility, expandability, and ease of use, while maintaining a clean and professional AV environment suitable for the EOC's operations.

Justice Center EOC Total:.....*\$171,800.00

*This proposal is valid for a period of sixty (60) days. Due to volatility in the semiconductor and copper markets, after 60 days additional charges for inflationary increases or manufacture surcharges may occur. Lead times may be extended depending on supply. Please review project schedules with the Beacon Team to identify any cost impacts.

Material	
Description	Customer Price
Material	\$106,013.44
Sub Total	\$106,013.44
Labor Cost	
Description	Customer Price
Field Labor	\$24,030.00
Shift Differential	\$0.00
Project Management	\$4,499.62
Commissioning	\$4,499.62
IT PM	\$0.00
Engineering	\$8,784.97
Programming	\$8,784.97
Project Coordination	\$408.51
Testing	\$0.00
Training	\$612.77
Quality Control	\$0.00
Travel Labor	\$0.00
Remaining Support Labor	\$0.00
Sub Total	\$51,620.45
General Expenses	
Description	Customer Price
Travel Mileage	\$0.00
Travel Lodging	\$0.00
Per Diem	\$0.00
Subcontractor	\$0.00
SMA	\$0.00
Freight	\$6,360.49
Remaining Support Matr'l	\$7,804.67
Sub Total	\$14,165.16
Total	\$171,799.04
Bond	
Tax	
Grand Total	\$171,800.00

ROOM EQUIPMENT:

Qty	Description	Model or Part #	Manufacturer	Unit Price	Material Price
JUSTICE CENTER EOC					
VIDEO					
5	86" COMMERCIAL DISPLAY	4P-B86EJ2U	SHARP	\$2,339.88	\$11,699.40
4	55" COMMERCIAL DISPLAY	4P-B55EJ2U	SHARP	\$656.45	\$2,625.80
5	DISPLAY MOUNT	XTM1U	CHIEF	\$426.02	\$2,130.10
4	DISPLAY MOUNT	MTM1U	CHIEF	\$229.33	\$917.32
2	PTZ USB CAMERA	COM520PR3	AVER	\$1,342.34	\$2,684.68
2	HDMI WALL PLATE TRANSMITTER (for cameras)	HD-TXC-4KZ-101-1G	CRESTRON	\$301.84	\$603.68
2	HDMI RECEIVER (for cameras)	HD-RXC-4KZ-101	CRESTRON	\$263.80	\$527.61
1	CAMERA SWITCHER	CAM300	INOGENI	\$1,691.48	\$1,691.48
8	DM NVX ENCODER CARD (rack pc for vtc / extend desktop & x4 inputs for special pc)	DM-NVX-384C	CRESTRON	\$1,901.85	\$15,214.80
5	DM NVX ENCODER CARD (cable boxes X5)	DM-NVX-384C	CRESTRON	\$1,901.85	\$9,509.25
1	DM NVX ENCODER (GIS desktop)	DM-NVX-384	CRESTRON	\$1,901.85	\$1,901.85
1	DM NVX DECODER CARD FOR PC MONITOR	DM-NVX-D30C	CRESTRON	\$877.31	\$877.31
9	DM NVX DECODER (to x9 displays)	DM-NVX-384	CRESTRON	\$1,901.85	\$17,116.65
2	DM NVX CARD CHASSIS	DMF-CI-8	CRESTRON	\$1,349.70	\$2,699.40
5	OWNER FURNISHED CABLE BOX	TBD	COMCAST	\$0.00	\$0.00
1	OWNER FURNISHED PC FOR VTC	TBD	TBD	\$0.00	\$0.00
4	OWNER FURNISHED PC EOC CONTENT	TBD	TBD	\$0.00	\$0.00
1	OWNER FURNISHED PC MONITOR	TBD	TBD	\$0.00	\$0.00
AUDIO					
1	AUDIO AMPLIFIER	MP-A40V	QSC	\$1,579.15	\$1,579.15
12	IN CEILING SPEAKERS	AC-C6T	QSC	\$136.20	\$1,634.40
1	AUDIO DSP	CORE24F	QSC	\$3,975.47	\$3,975.47
1	16X16 DANTE LICENSE	SLDAN-16-P	QSC	\$441.72	\$441.72
2	IN CEILING MICROPHONE ARRAY	MAX920W-S	SHURE	\$4,060.13	\$8,120.26
1	WIRELESS MICROPHONE RECEIVER W/ HANDHELD	SLXD24/B58-G58	SHURE	\$720.25	\$720.25
2	1/2 WAVE ANTENNA	UA8-470-530	SHURE	\$30.68	\$61.36
CONTROL					
1	NVX DIRECTOR	DM-NVX-DIR-80	CRESTRON	\$3,880.99	\$3,880.99
1	CONTROL PROCESSOR	CP4N	CRESTRON	\$1,889.58	\$1,889.58
2	NETWORK I/O RS232 EXPANDER	CEN-IO-COM-102	CRESTRON	\$250.31	\$500.62
1	OWNER FURNISHED NETWORK SWITCH	TBD	TBD	\$0.00	\$0.00
1	OWNER FURNISHED KEYBOARD & MOUSE	TBD	TBD	\$0.00	\$0.00
1	10" WALL TOUCH SCREEN	TSW-1070	CRESTRON	\$1,871.17	\$1,871.17
1	21.5 HD TOUCH SCREEN	TSD-2220-B	CRESTRON	\$1,349.70	\$1,349.70
1	DIGITAL GRAPHICS ENGINE FOR TOUCH SCREEN	DM-DGE-200-C	CRESTRON	\$1,840.50	\$1,840.50
1	TABLE STAND FOR 21.5 TOUCH SCREEN	FSB018BLK	CHIEF	\$330.68	\$330.68
INFRASTRUCTURE					
1	44 RU EQUIPMENT RACK	ERK-4425-AV	MID ATLANTIC	\$2,047.24	\$2,047.24
2	POWER DISTRIBUTION SURGE	PD-915R	MID ATLANTIC	\$148.47	\$296.94
1	UPS BATTERY BACKUP	NEXSYS	UPX-RLNK-OL3000R-2	\$4,121.48	\$4,121.48
8	RACK SHELF	U1V	MID ATLANTIC	\$49.70	\$397.60
1,000	CAT6 SHIELD CABLE	24-4P-P-L6SH-BLK	LIBERTY	\$0.64	\$640.00
500	18/2 SPEAKER CABLE	18-2C-P-BLK	LIBERTY	\$0.23	\$115.00
1	DEMO	BEACON	LABOR	\$0.00	\$0.00

Proposal Inclusion and Exclusions

Inclusions and Exclusions Matrix:

	Proposal Includes	Proposal Excludes		Proposal Includes	Proposal Excludes
System Equipment	X		Conduit		X
Device Termination	X		Sleeves		X
System Cable	X		Electrical Back boxes		X
Cable Installation	X		120V Requirements		X
Cable Tray or Ladder Rack		X	Grounding Bus Bar and Conductor		X
J-Hook or Bridle Rings	X		Fire Blocking (i.e. Fire Caulk)		X
Headend Termination	X		Prevailing Wage or Davis Bacon Labor Rates		X
System Programming	X		Applicable Permits		X
Testing	X		Applicable Taxes		X
Owner Training	X		Applicable Fees		X
Submittals and Shop Drawings	X		Termination of Equipment Provided by Others		X
As-Built Drawings	X		Freight to Job Site	X	
Warranty As Specified	X		Software Maintenance Agreement		X
Extended Warranty		X	Computers, Servers, Routers, etc.		X

Inclusions:

1. This proposal is based only on devices shown or as noted herein. Any requirement for additional devices, equipment, wire or labor will be addressed in a separate document.
2. This proposal is based only on devices and/or scope as described above. Any requirement for additional devices, equipment, wire or labor will be addressed in a separate document.
3. Furnish and install system cable and headend equipment as well as terminate system devices shown on drawings for the above referenced system(s).
4. Price is based upon standard labor rates.
5. Based on stated system functionality only. Any expanded functionality will be addressed in a separate scope of work.

Exclusions:

1. Network connectivity and any necessary voice/data.
2. Millwork or furniture modifications.
3. Patching, painting or finishing of architectural surfaces.
4. Firewall, ceiling, roof and floor penetration, patching and/or repair.
5. The removal of existing system devices, cable, and Headend Equipment.
6. Provision or Installation of required system cabling for the above referenced system(s).
7. Provision or Installation of required back boxes for the above reference system(s).
8. The software will be installed on the customer's network. No server, switches or computers are being provided as a part of this proposal.
9. Conduit, electrical boxes, sleeves, cable tray, 120V electrical requirements, computers, servers or routers.
10. Prevailing wage or Davis Bacon labor rates.
11. Furnishing or installing any other system not listed above.

Proposal Inclusion and Exclusions (continued)

Assumptions:

1. Beacon will be furnished with one set of "for construction" drawings and one soft copy of Computer Aided Design drawings (AutoCAD Version 2014) for submittal purposes, working drawings, etc. If CAD files are not provided, a charge of \$120.00/hour will be added to the proposal price to cover the cost of the systems drawing preparation.
2. Allow for a minimum of 21 calendar days for the engineered drawings to be completed from Beacon's receipt of a purchase order and complete CAD files.
3. Beacon will be furnished with a copy of the project schedule with appropriate updates for our use to schedule manpower and lead-time for equipment.
4. Beacon will be kept advised as to inspection dates, completion dates, changes in the work, other contractor coordination, etc., in a timely manner.
5. Beacon will have the ability to store cable and equipment on site in a lockable room.
6. Normal business hours and workweek (7:30am to 4:30pm Monday through Friday). Evenings, weekend and holiday work is to be addressed in a separate document.

Proposal Terms and Conditions

Conditions of Sale:

The proposed special systems equipment information within this document is to be regarded as proprietary. The material contained therein shall not be duplicated in all or part without the written authorization from Beacon Communications, LLC.

Limited Liabilities:

With the exception of and subject to the indemnification provisions in MSA ¶¶ 8a. and 8b., Beacon Communications, LLC shall not be liable for any direct, indirect or consequential damages, including, but not limited to, lost time, lost money, lost profits, or otherwise, whether or not such damages are foreseen or unforeseen, due to the installation and use of any third-party products.

Beacon Communications, LLC does not represent that products sold under this agreement will prevent loss by fire or otherwise, or that the products will in all cases provide protection for which they are installed or intended. The buyer acknowledges that Beacon Communications, LLC is not an insurer and assumes no risk for any loss of or damage to life or property, direct, indirect, or consequential, arising out of the use or, failure of, or inability to use these products. Furthermore, Beacon Communications, LLC shall not be liable for any personal injury or loss of life which arises during, or because of, use of these products or repair of existing products.

Lead Based Paint and Asbestos:

This proposal assumes that all responsibilities related to the identification, isolation, sealing and/or abatement of lead-based paint and/or asbestos are provided by others. Furthermore, this proposal does not include funds for such work or the management of such work. It is the sole responsibility of the proposed to notify Beacon Communications, LLC if such work has not been assigned so that a separate proposal for these measures can be generated. Beacon Communications, LLC complies with all requirements of EPA 40 CFR part 745, Lead; Renovation, Repair, and Painting Program and EPA part 763-Asbestos.

Beacon Employees

Beacon Communications conducts initial background checks on all personnel and requires on-going yearly background checks for all field personnel. Databases including National Criminal Records and Sex Offender Registry Search, Colorado Criminal Records and Sex Offender Registry Search, SSN Trace, Alias Search and MVR are utilized for these inquiries.

Equipment Warranty:

Beacon Communications, LLC warrants products sold under this agreement for a period of twelve (12) months from the date of purchase or as specified by the manufacturer. Beacon Communications, LLC's obligation under this warranty is limited to repairing or replacing any part of the products sold under this agreement that we agree is defective in materials or workmanship under normal use and service during the warranty period.

This warranty is void if products have been altered or subjected to misuse, neglect, accident, damage or improper repair by non-certified personnel.

Warranty repair can be arranged by calling 303-750-6500 during normal business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday.

Non-Solicitation:

During the period commencing on the Effective Date and ending one year following the Termination Date, the Customer shall not, without Beacon Communications, LLC prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Beacon Communications, LLC or its Affiliates; or (ii) hire, on behalf of the Customer or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Beacon Communications, LLC or its Affiliates. During the period commencing on the date hereof through and ending one year following the Termination Date, the Customer will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of Beacon Communications, LLC or its Affiliates with, or endeavor to entice away from Beacon Communications, LLC or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint ventures or other customer of Beacon Communications, LLC or its Affiliates.

Proposal Terms and Conditions (continued)

Terms:

Beacon Communications, LLC will progressively invoice for labor and material, (both stored and installed) each month. Payment is expected net 30 days from date of invoice. Beacon Communications, LLC reserves all lien rights under the provisions and laws of the State of Colorado.

This proposal is valid for a period of sixty (60) days from the date of the proposal.

We hope that the above meets with your satisfaction. Please contact me should any questions or concerns arise.

Respectfully,

Phil Tourney

AV Solutions Manager
Beacon Communications, LLC
7810 Shaffer Parkway, Suite 120
Littleton, CO 80127
303.750.6500 Main
ptourney@beaconcom.com

Acceptance of Proposal

The above prices, scope of work and conditions are satisfactory and are hereby accepted. You are authorizing Beacon to perform the work and payment will be made as outlined per the terms stated above.

Signature of Approval _____

Print Name _____

Date of Approval _____ Purchase Order No. _____

Our Core Offerings

Critical Communications

- Nurse Call
- Mobility, Pagers
- Centralized PBX
- Middleware & Integrations
- Overhead Paging & Mass Notification
 - Automated Code Blue
 - Situational, Tornado, Active Shooter, Lockdown
- Video Intercom Systems
- Digital Signage & Media

Electronic Security

- Access Control
- Surveillance & Video Management
- Camera Analytics
 - Slip & Fall
 - Gun Detection
 - ED Patient Dump & Run
 - Notification
- Acoustic Monitoring
- Integrated Locking Systems
- Concealed Weapons Detection
- Video Walls/SOC
- License Plate Recognition (LPR Cameras)
- Wi-Fi & GSM Staff Duress
- Environmental Monitoring
- Intrusion Detection
- Visitor Management Systems
- Biometrics
- System Monitoring

Custom Integrations

- EMR
- Real-Time Locating
- Nurse Call Systems
- Mobility
- Security System Notifications & Integrations
- Virtual Care, Nurse Call, RTLS, and EMR
- Duress
- Patient Workflow

Virtual Care (EHR Embedded)

- Tele-Sitting
- Tele-Rounding
- Virtual Admissions/Discharges
- 2-way Audio Video Consultations (patient to clinician; caregiver to caregiver)
- Virtual ICU Consultations & Observations
- Staff Safety Monitoring
- High Risk Behavioral Health Observation

Audio/Visual

- Video Conferencing
- Conference Room Scheduling
- Sound Masking
- Overhead Paging
 - Automated Code Blue
- Digital Signage & Media
- Active Monitoring for Offline Devices
- Patient Engagement Systems
- Master & Synchronized Clock Systems
- Campus Intercommunications

Managed Services

- Scheduled Training
- Preventive Maintenance
- Software Updates & Management
- Clinical Training
 - Custom Content Development
 - On-Demand Video Training
- Informatics Review & Setup
- Hardware Maintenance & Service
- Scheduled Code Testing
- Remote Support

Business Intelligence

- Reporting/Analytics
- Custom, Multi-System Data Aggregation & Dashboarding
- Data Management

Location Technology (RTLS)

- Staff Duress
- Automated Nurse Call - cancels when nurse enters room
- Time spent at patient's bedside
- Asset Tracking
- Patient Flow
- Data Analytics

Professional Services

- Clinical Needs Assessments
- LEAN for Healthcare Consultancy
- Clinical Systems Optimization
- Physical Security Assessments
- Critical Systems Visioning, Planning
- Clinical Systems Adoption, Training, and Content Dev
- IT - Remote System Support
- IT - Disaster Recovery (DR)
- Cloud Services/Migration
- Clinical Workflow Analysis & Consulting
- Clinical/Staff Training
- Clinical Informatics-Collection & Review
- Technical Programming & Systems Integrations
- Middleware Notifications & Setup
- Enterprise Consulting & Standardization
- Technology Consulting
 - Problem Solving
 - Best Practices
 - Hospital Initiatives



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EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the Contractor's insurance.

Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

Waiver of Subrogation. Contractor hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Douglas County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The Contractor will indemnify Douglas County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. Contractor shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Contractor to provide insurance policies within

ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors Contractor shall require and verify that all subs maintain insurance meeting all the requirements stated herein, and Contractor shall ensure Douglas County is an additional insured on insurance required from subs.

Failure to Procure or Maintain Insurance. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

Governmental Immunity. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Approved by: _____
Megan Datwyler
Risk Manager