

**USER INSTRUCTIONS FOR MASTER AGREEMENT  
(LEVERAGED PROCUREMENT)**

These User Instructions are provided for the Master Agreement with the Contractor noted below. The Judicial Council of California issued a Request for Proposal seeking vendors that could provide the requested services to the judicial branch. Any eligible judicial branch entity (“JBE”) that wants to use the Master Agreement must enter into a Participating Addendum with the Contractor.

Please carefully review these User Instructions.

NAME OF THE ENTITY THAT ESTABLISHED THE MASTER AGREEMENT AND CONTACT PERSON INFORMATION:			
<b>Judicial Council of California Edward Ellestad, Project Manager Edward.Ellestad@jud.ca.gov (415) 865-4538</b>	<b>For the Trial Courts: Marissa Smith Marissa.Smith @jud.ca.gov (916) 263-7949</b>		
NAME OF THE CONTRACTOR AND CONTACT INFORMATION:			
<b>Netronix Integration, Inc. Paul McEnery, Manager pmcenery@netronixint.com (408) 813-8595</b>			
MASTER AGREEMENT NUMBER:			
<b>LPA-68302</b>			
GOODS/SERVICES:			
<b>Video Surveillance, Access Control, Detention Control Systems and Maintenance Services</b>			
ONLY THE FOLLOWING ENTITIES ARE ELIGIBLE TO PROCURE UNDER THE MASTER AGREEMENT:			
<b>The Judicial Council of California, Supreme Court of California, Courts of Appeal, Habeas Corpus Resource Center and the fifty-eight (58) Superior Courts of California</b>			
THE TERMS OF THE MASTER AGREEMENT ARE AS FOLLOWS:			
START DATE:	<b>July 1, 2021</b>	EXPIRATION DATE:	<b>June 30, 2024</b>
INITIAL TERM:	<b>3 years</b>		
OPTIONS TO EXTEND:	<b>2 options of consecutive 1-year periods, exercised at the Establishing JBE’s sole discretion</b>		
FINAL TERM EXPIRATION DATE:	<b>June 30, 2026</b>		

1. Any entity that orders goods and/or services under the Master Agreement:
  - (i) should first carefully review the Master Agreement and determine whether procuring under the Master Agreement is consistent with the entity’s requirements;
  - (ii) must first enter into a Participating Addendum (Exhibit 10 to the Master Agreement) with the Contractor;
  - (iii) is solely responsible for the acceptance of and payment for goods/services; and
  - (iv) is subject to the terms and conditions of the Master Agreement; and is solely responsible for its obligations and any breach of its obligations.

2. Each Participating Addendum is a separate, independent contract between the Contractor and the entity entering into the Participating Addendum, subject to the following:
  - (i) Each Participating Addendum is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participating Addendum;
  - (ii) a Participating Addendum may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement; and
  - (iii) the term of a Participating Addendum may not extend beyond the expiration date of the Agreement.
3. Exhibit 2 contains the Use of Leveraged Procurement Agreement provisions.
  - The Agreement is non-exclusive. Each JBE reserves the right to provide or have others provide the Work.
  - The Agreement does not obligate a JBE to place any orders for Work under the Agreement and does not guarantee Contractor a specific volume of orders.
  - The Master Agreement and the Participating Addendum shall take precedence over any terms and conditions included on a Scope of Work, purchase order document, service work order document, Contractor's invoice, or similar document.
  - Pricing for Work shall be in accordance with the prices set forth in Exhibit 8 (Pricing and Payment Provisions) of the Master Agreement, and pricing in any Participating Addendum for the applicable Work may not exceed the prices and fees set forth in the Master Agreement. All materials to be provided at DGS / GSA pricing or better.
  - The JBE Project Manager will operate as the main interface between Contractor and the JBE regarding the Work to be performed under the Agreement and each Participation Addendum.
4. Requests for Quotes for Goods and Services.
  - Requests for quotes for goods and services under the Agreement will be made through the issuance of a Scope of Work, which may include all or a subset of the goods and services set forth in the Agreement.
  - Contractor will provide the Judicial Council with the total cost and lead time required for the product(s) and services requested via the issuance of Scope of Work by the JBE, including maintenance and repairs on existing systems. The total cost will itemize the cost of the products, installation, and sales tax. Contractor will coordinate the installation dates with the Judicial Council prior to finalizing the Scope of Work.
5. Authorizing Goods and Services:
  - The Judicial Council will place orders and authorize Judicial Council Work via a Purchase Order or Service Work Order ("SWO"), described in Appendix A, Service Work Order Authorization Process. This process is not required by, nor does it modify, any JBE's Participating Addendum or ordering process.

- JBE's under a Participating Addendum will place orders and authorize Work directly from the Contractor utilizing the ordering process identified in that JBE's Participating Addendum.
6. Exhibit 4 contains the Scope of Work and Specifications.
7. Miscellaneous Information:
- Master agreement copy is available at [www.courts.ca.gov/procurementservices.htm](http://www.courts.ca.gov/procurementservices.htm).
  - Please contact Marissa Smith if your court has issues or concerns that cannot be immediately or easily resolved.
  - Courts will be notified when the options to extend are elected and/or when the Master Agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.