

Tri-Signal Integration, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6180

THIS FIRST AMENDMENT to that Agreement for Services #6180 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Tri-Signal Integration, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 28110 Avenue Stanford, Suite D, Santa Clarita, California 91355 and whose local address is 5007 Windplay Drive, El Dorado Hills, California 95762 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide routine maintenance, inspection, testing, certification, and as needed maintenance and emergency repair services for automatic fire suppression equipment (wet, dry, and clean agent systems), kitchen hood systems, and fire extinguisher equipment at various County-operated facilities for the Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #6180, dated March 24, 2022 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$50,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's notice recipient, amending **ARTICLE XXV, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's Conflict of Interest provision, amending **ARTICLE XXXV, Conflict of Interest**; and adding **Exhibit D, California Levine Act Statement**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's Contract Administrator, amending **ARTICLE XLI, Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, paragraph three of the Article is amended to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$350,000, inclusive of all Work Orders, costs, taxes and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

II. ARTICLE XXV, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

Attn.: Charles Harrell
Facilities Division Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Tri-Signal Integration, Inc.
28110 Avenue Stanford, Suite D
Santa Clarita, California 91355
Attn.: Robert McKibben, Chief Executive Officer

or to such other location as Contractor directs.

III. ARTICLE XXXV, Conflict of Interest, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now

reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XXIV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

IV. ARTICLE XLI, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

ARTICLE XLI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #6180 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6180 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
"County"

--TRI-SIGNAL INTEGRATION, INC.--

By:  _____

Dated: 11/20/2024

Robert McKibben
Chief Executive Officer
"Contractor"

By:  _____

Dated 11/14/24

Dennis Furden
Chief Financial Officer

Tri-Signal Integration, Inc.
Exhibit D
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/11/24
Date

[Signature]
Signature of authorized individual

TRI-SIGNAL Integration Inc
Type or write name of company

DENNIS FURDOL CPO
Type or write name of authorized individual