

ORIGINAL

AGREEMENT FOR SERVICES #197-S1711 #386
AMENDMENT I

This Amendment I to that Agreement for Services #197-S1711, 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 California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 96 Glen Carran Circle, Suite 102, Sparks, NV 89431, and whose mailing address is 15853 Monte Street, Suite 101, Sylmar, CA 91342, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide annual testing, inspections, monthly preventive maintenance and repairs "as needed" on Fire Alarm Systems and the CCTV Camera, Intercom and Electronic Door Controls at the South Lake Tahoe Jail and the South Lake Tahoe Juvenile Treatment Center, in accordance with Agreement for Services #197-S1711, dated November 15, 2016, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to remove the annual testing, inspections, monthly preventive maintenance and "as needed" repairs for the Closed Circuit Television (CCTV) Camera, Intercom and Electronic Door Controls at the South Lake Tahoe Jail and the South Lake Tahoe Juvenile Treatment Center hereby amending **ARTICLE I, Scope of Services**; and **ARTICLE III, Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #197-S1711 shall be amended a first time as follows:

ARTICLE I is hereby amended to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide annual testing, inspections, monthly preventive maintenance and repairs "as needed" and as described in Exhibit A, on Fire Alarm Systems at the South Lake Tahoe Jail and the South Lake Tahoe Juvenile Treatment Center. Services shall be in accordance with revised Exhibit "A" incorporated herein and made by reference a part hereof.

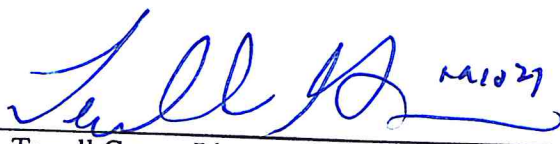
ARTICLE III, first paragraph, is hereby amended to read as follows:

ARTICLE III


Compensation for Services: For services provided herein, County agrees to pay Consultant yearly and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with revised Exhibit "A", incorporated herein and made by reference a part hereof.

Except as herein amended, all other parts and sections of that Agreement #197-S1711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

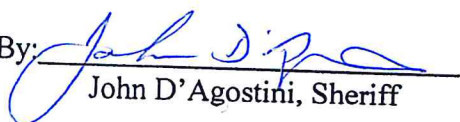
By: 
Terrell Green, Lieutenant
Sheriff's Office

Dated: 3/20/18


By: 
Andrew Craven, Deputy Chief Probation Officer
Probation Department

Dated: 3/14/18

Requesting Department Head Concurrence:

By: 
John D'Agostini, Sheriff

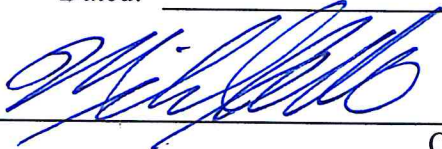
Dated: 3/22/18

By: 
Brian Richart, Chief Probation Officer
Probation Department

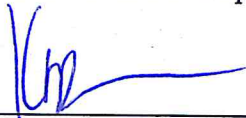
Dated: 3-13-18

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #197-S1711 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/10/2018
By: 
Chair
Board of Supervisors
"County"


ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4/10/2018

-- CONSULTANT --

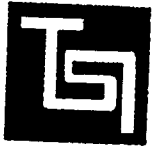
TRI-SIGNAL INTEGRATION, INC.
A CALIFORNIA CORPORATION

By: 
LEON GRUZGLIN
VICE PRESIDENT OF SERVICE SALES
"Consultant"

Dated: 03-06-2018

By: 
Corporate Secretary

Dated: 3/7/18



TRI•SIGNAL

INTEGRATION, INC.

Revised
EXHIBIT "A"

December 12, 2017

El Dorado County Sheriff
1051 Al Tahoe Boulevard
South Lake Tahoe, CA 996150

Project Name:
El Dorado County Jail
1051 Al Tahoe Boulevard, South Lake Tahoe, CA 996150
El Dorado County Juvenile Treatment Center
1041 Al Tahoe Boulevard, South Lake Tahoe, CA 996150

ANNUAL FIRE LIFE SAFETY TEST AND INSPECTION SERVICE AGREEMENT

Tri-Signal Integration proposes to provide services listed below in accordance with provisions and terms and conditions on the attached pages:

Annual Fire/Life Safety Test & Inspection (1@100%) - Fire Alarm System test and inspection per NFPA 72 requirements, including diagnostic tests of control panel equipment, auxiliary/monitoring functions, back-up battery load testing and functional test of audible and visual signaling devices and initiating devices including, but not limited to, area smoke/heat detectors, duct-mounted smoke detectors, manual pull stations, and fire sprinkler water flow & tamper switches (electronic test only). To minimize false alarms, inspection services will include the cleaning of area smoke detectors.

All testing services will be conducted during business hours (Monday thru Friday 8:00 am to 5:00 pm excluding recognized holidays). A customer representative will assist Tri-Signal to access to all areas of the facilities if necessary. Customer will provide necessary equipment such as lifts, scaffolding or ladders if devices are out of reasonable reach.

DOCUMENTATION

Upon completion of each inspection and test, a signed Inspection and Test Report listing actual devices checked will be forwarded to your attention. Copies will be kept at the job site and at our office.

SERVICE NOT INCLUDED IN THIS PROPOSAL

This proposal does not include the cost of labor and parts needed to complete required repairs. The pricing also does not include any fees incurred for fire department witnessing or any additionally required permits. Any parts or labor needed to complete repairs can be provided to the customer at additional cost.



TRI•SIGNAL INTEGRATION, INC.

Page Two
El Dorado County Sheriff
1051 Al Tahoe Boulevard, South Lake Tahoe, CA 996150
December 12, 2017

TOTAL ANNUAL INVESTMENT:

El Dorado County Jail, 1051 Al Tahoe Boulevard, South Lake Tahoe, CA 996150	\$4,446.00
El Dorado County Juvenile Treatment Center 1041 Al Tahoe Boulevard, South Lake Tahoe, CA 996150	\$2,528.00

Special Note: Services will be conducted at State Prevailing Wage rates.

The charges for the services to rendered hereunder will be billed annually, billable in full net 30 days after invoice.

This is a five-year agreement commencing upon authorization and shall automatically renew each year for an additional one (1) year period after the original term, unless written notice of non-renewal is provided by either party at least thirty (30) days prior to the anniversary date.

EMERGENCY RESPONSE / BILLABLE LABOR RATES

If the Eldorado County Sheriff request any repair services, other than indicated in our Scope of Work included, EDCS agrees to pay Tri-Signal Integration, Inc., at the hourly rate specified as follows:

Labor is based upon a normal 8-hour day (8am- to pm Monday -Friday, excluding recognized holidays).

Standard service rates, \$148.00 per. hour, per man. There will be a 2-hour minimum on all scheduled service calls.

Overtime will be charged at 1.5 the normal rate of pay.

Saturdays, Sundays and Company Observed Holidays will be charged at double time.

Emergency calls are charged portal to portal with a 4-hour minimum.

Tri-Signal Integration, Inc. technicians are available 24 hours / 7 days a week, 365 days per year with 4 hours response time for critical Fire Alarm System emergency conditions.



TRI•SIGNAL INTEGRATION, INC.

Page Three

El Dorado County Sheriff

1051 Al Tahoe Boulevard, South Lake Tahoe, CA 996150

December 12, 2017

Project Name:

El Dorado County Jail

1051 Al Tahoe Boulevard, South Lake Tahoe, CA 996150

El Dorado County Juvenile Treatment Center

1041 Al Tahoe Boulevard, South Lake Tahoe, CA 996150

Thank you for the opportunity to submit our proposal for your approval. We are looking forward to work with you on this and any future projects you may have. If you have any questions or concerns, please feel free to contact me at 818-266-6059.

Sincerely,

Leon Gruzglin
V.P. Service Sales
Tri-Signal Integration, Inc.

PLEASE REMIT THIS AGREEMENT TO OUR OFFICE UPON APPROVAL

To accept this proposal, please issue a Purchase Order and sign below as acceptance. If you do not issue Purchase Orders, please tell us how you would like us to reference our invoices to ensure prompt payment.

ACCEPTED BY:

Signature

Date

Printed Name

Title



TRI-SIGNAL INTEGRATION, INC.

Page Four

El Dorado County Sheriff

1051 Al Tahoe Boulevard, South Lake Tahoe, CA 996150

December 12, 2017

ADDITIONAL TERMS AND CONDITIONS

SCOPE:

The services to be performed hereunder are solely the services set forth herein and in any attached Supplement(s), and Tri-Signal Integration, Inc. does not assume any responsibility for nor is it obligated to examine or comment upon any system design, installation or adequacy or overall system performance or to perform any services to any Equipment not specified in Schedule A.

ACCESS:

This Agreement is entered into on the basis that the above installations and the above Equipment can be visited by Tri-Signal Integration, Inc. Service Technicians and worked on without interference during normal working hours (or those hours called for under any Supplement(s) attached), and Customer hereby grants permission to Tri-Signal Integration, Inc. to enter upon the premises and perform the services agreed to herein. Where it is necessary to use ladders or to remove obstacles to facilitate the inspection of Equipment, the Customer will provide ladders and labor for removing such obstacles.

PARTS WARRANTY AND LIMITATION:

With regard to any Tri-Signal Integration, Inc. manufactured parts under furnished by Tri-Signal Integration, Inc. hereunder, Tri-Signal Integration, Inc. warrants all such parts against defects in material and workmanship for a period of one year from date of manufacture. Tri-Signal Integration, Inc. sole responsibility and Customer's exclusive remedy for breach of this Warranty is the repair or replacement of defective parts by Tri-Signal Integration, Inc. or the return of that portion of the purchase price represented by such defective or non-conforming parts, and in no case shall Tri Signal Integration, Inc. liability under any remedy prescribed by law exceed purchase price. CUSTOMER AGREES THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES AS TO QUALITY OR MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF SAID PARTS IN CONNECTION WITH THEIR FURNISHING OR USE OTHER THAN AS PROVIDED ABOVE. This warranty is void in case of parts abuse, abnormal usage, faulty installation or repair by unauthorized persons, connections to incompatible equipment, AND IN ANY EVENT TRI-SIGNAL INTEGRATION, INC. SHALL HAVE NO LIABILITY FOR INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, RESULTING FROM DEFECT IN ANY TRI-SIGNAL INTEGRATION, INC. PARTS OR OTHERWISE.

With regard to any parts manufactured by others furnished by Tri-Signal Integration, Inc. hereunder, Customer agrees that Tri-Signal Integration, Inc. makes no warranties or representations with respect thereto and Tri-Signal Integration, Inc. sole obligation with respect thereto shall be to pass through to the Customer such other manufacturer's warranty to the extent such warranty is then available and transferable. In furnishing such parts or passing through such warranty to Customer, Tri-Signal Integration, Inc. shall not be deemed to have made, adopted or guaranteed such other manufacturer's warranty.

LIMITATIONS OF LIABILITY:

It is understood that Tri-Signal Integration, Inc. is not an insurer and that insurance may be obtained by Customer if any is desired by Customer and that the payments made hereunder to Tri-Signal Integration, Inc. are based solely on value of the services rendered and that the scope of the liability undertaken and such payments are not related to the value of the above installation or any property located therein. Tri-Signal Integration, Inc. makes no warranty, express or implied, that the services furnished hereunder will avert or prevent occurrences, or the consequences therefrom, which the services are intended to prevent. Accordingly, Customer agrees that Tri-Signal Integration, Inc. shall not be liable for any loss or damage, irrespective of origin, to person or to property, whether directly or indirectly caused by performance or non-performance of any obligations imposed by this agreement or by any negligent acts or omissions of Tri-Signal Integration, Inc., its agents or employees, unless such loss, damage, or personal injury arises solely, directly and proximately from the negligent performance of such services by Tri-Signal Integration, Inc. and in such event, it is expressly agreed that Tri-Signal Integration, Inc. liability shall be limited to the amount of annual charge for the services to be rendered hereunder. Customer may obtain an expansion of this limitation on liability, if desired, by payment, pursuant to written agreement, of an increased annual rate which shall be negotiated between the parties upon the request of the Customer in writing prior to the effective date or any renewal date of this agreement.

GENERAL:

Tri-Signal Integration, Inc. shall not be responsible for failure to render service hereunder due to unavailability of parts labor troubles, fire, flood and other causes beyond its reasonable control. This agreement and any Supplement(s) attached constitute the entire agreement between Tri-Signal Integration, Inc. and the Customer and no representation, promise, or statement not expressed herein shall be binding on Tri-Signal Integration, Inc. The terms and conditions herein shall prevail not withstanding any variance with other terms and conditions of any order submitted by Customer with respect to any services hereunder. The effective date of this Agreement shall be the date on which the Agreement is executed by Tri-Signal Integration, Inc.