

**Security and Asset Management, LP
doing business as
Sonitrol of Sacramento**

FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 10-53124

THIS FIRST AMENDMENT to that Agreement for Services # AGMT 10-53124 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 Security and Asset Management, LP, a limited partnership duly qualified to conduct business in the State of California, doing business as Sonitrol of Sacramento, whose principal place of business is 1334 Blue Oaks Boulevard, Roseville, California 95678 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Consultant has been engaged by County in performing services necessary to provide routine system monitoring, maintenance, and repair services, and event-driven monitoring services; and non-routine and emergency repair services for the Access Control/CCTV/Intrusion Alarm System installed by Contractor for the Human Services/Child Support /Health Services Departments pursuant to Agreement for Services # AGMT 10-53124, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 10-53124 to revise the scope of services and service facilities, amending **ARTICLE I, Scope of Services** and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 10-53124 to decrease the not-to-exceed compensation amount of the Agreement by \$11,340, and to include a new fee schedule for the term of the Agreement, amending **ARTICLE III, Compensation for Services** and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 10-53124 to change one of County's notices recipients, amending **ARTICLE XIX, Notice to Parties**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 10-53124 to change County's Contract Administrator, amending **ARTICLE XXXIV, 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 for Services # 10-53124, as follows:

ARTICLE I, Scope of Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide and operate an Underwriter’s Laboratory (UL) certified central monitoring station that provides for monitoring of audio listening security devices and/or motion/infrared security devices, monitoring of closed circuit (CC) TV cameras, and monitoring of access control systems. Contractor agrees to furnish personnel, equipment, parts, materials, supplies and services necessary to provide routine system monitoring, maintenance, and repair services, and event-driven monitoring services; and non-routine and emergency repair services for the Access Control /CCTV/Intrusion Alarm System installed by Contractor for the Human Services/Child Support/Health Services Departments (HS/CS/HSD) under the Department of Transportation’s Public Works Contract PW 10-30566. Routine system monitoring, maintenance, and repair services shall include, but not be limited to, repairs due to normal wear and tear; system adjustment and testing; remote monitoring to identify system irregularities or malfunctions; upgrades and updates to web-based programs and Firmware hardware for system management; annual health check of system; and as-requested technical support and training for County staff managing systems. Event-driven monitoring services shall include, but not be limited to, notifying emergency responder(s) and, where applicable, providing live audio feed when the central monitoring station is notified of an event. Non-routine repair services shall include, but not be limited to, repair of Access Control/CCTV/Intrusion Alarm System equipment necessary due to damage or use beyond normal wear and tear.

Service locations shall include, but not be limited to, those facilities as identified in Amended Exhibit A, marked “Amended Schedule of Fees and Service Locations,” incorporated herein and made by reference a part hereof.

Nothing in this agreement shall affect the Contractor’s guarantee obligations pursuant to Public Works Contract PW 10-30566.

Routine System Monitoring, Maintenance, and Repair Services and Event-Driven Monitoring

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the routine system monitoring, maintenance, and repair services and all event-driven monitoring services to be provided under this Agreement. Contractor shall not commence work on any of the routine system monitoring, maintenance, and repair monitoring services and/or event-driven monitoring services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for routine system maintenance and repair services shall be mutually agreed upon by the Contract Administrator and Contractor in advance of the services.

Non-routine Repair Services

For each non-emergency repair service required beyond routine maintenance services, the Contract Administrator will issue a separate written Work Order to Contractor for each non-routine repair service work assignment identifying the specific site where the work will be performed, a description of the work, and a specific date by which the work shall be completed. Contractor shall not commence work until receiving the written Work Order. The costs associated with non-routine repair services shall be included in the monthly charge for routine system monitoring, maintenance, and repair services and event-driven monitoring.

Emergency Repair Services

For repair services work to be performed on an emergency basis, as determined by the Contract Administrator, authorization to perform the work necessary to ensure that property is protected may occur through verbal or email communication to Contractor. Any verbal or email authorization to perform emergency repair services under this Agreement will be confirmed to Contractor by a written Work Order issued by the Contract Administrator within seventy-two (72) hours of the verbal or email authorization. Contractor shall respond on-site to all emergency service requests on the same day as the request is made. Contractor shall be available to provide emergency services seven (7) days per week, twenty-four (24) hours per day.

Access Control and Intrusion Alarm System

Contractor shall have a service center within a two (2)-hour radius of the project sites and shall stock appropriate spare parts to respond and rectify any malfunctions within four (4) hours. Contractor agrees to dispatch a technician to repair any malfunction that renders the system inoperable within two (2) hours of notification of failure, and to provide a security guard, at Contractor's expense, to protect the site if the system can not be made operable the same day.

CCTV System

Contractor shall replace any component of the CCTV system that fails and is unable to be repaired with the same or comparable component.

Contractor shall provide a comparable loaner piece of equipment if part of the CCTV system fails and needs to be sent out for repair so the system will remain operational.

ARTICLE III, Compensation for Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Amended Exhibit A herein.

The total amount of this Agreement shall not exceed \$80,820, inclusive of all Work Orders, costs, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices which include charges for parts or materials furnished by Contractor shall be accompanied by backup documentation to substantiate Contractor's actual cost for the parts or materials billed. When Work Orders are involved, Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XVIII, Default, Termination, and Cancellation.

ARTICLE XIX, Notices to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XIX

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
Department of Transportation
2441 Headington Road
Placerville, California 95667

With a Copy To:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Tom Celio
Deputy Director
Maintenance and Operations Division

Attn.: Janel Gifford, P.E.
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Sonitrol of Sacramento
1334 Blue Oaks Boulevard
Roseville, California 95678

Attn.: Ronald S. Files, President

or to such other location as Contractor directs.


ARTICLE XXXIV, Contract Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XXXIV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance and Operations Division, Department of Transportation, or successor.


Except as herein amended, all other parts and sections of Agreement for Services # AGMT 10-53124 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Tom Celio
Deputy Director
Maintenance and Operations Division
Department of Transportation

Dated: 4/22/11

Requesting Department Concurrence:

By: 
James W. Ware, P.E.
Director of Transportation

Dated: 4/20/11

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 10-53124 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

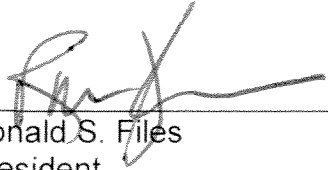
Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

**-- SECURITY AND ASSET MANAGEMENT, LP
d b a
SONITROL OF SACRAMENTO --**

By: Telesonics, Inc.
Its General Partner

By:  _____ Dated: 5/3/11 _____
Ronald S. Files
President
"Contractor"

**Security and Asset Management, LP
dba
Sonitrol of Sacramento**

Amended Exhibit A

Amended Schedule of Fees and Service Locations

Fees for Central Monitoring, Routine System Monitoring, Maintenance and Repair and Services and Event-Driven Monitoring Services:

<u>Facility</u>	<u>Address</u>	<u>Monthly Fee</u>
Department of Human Services	3057 Briw Road Placerville, CA 95667	\$960.00/ month
Child Support Services	3057 Briw Road Placerville, CA 95667	\$275.00/ month
Department of Human Services	3047 Briw Road Placerville, CA 95667	\$440.00/ month
Department of Human Services	937 Spring Street Placerville, CA 95667	\$130.00/ month
Department of Health Services	670 Placerville Drive Placerville, CA 95667	\$440.00/ month

The monthly fees indicated above for Routine System Monitoring, Maintenance and Repair and Services and Event-Driven Monitoring Services include all labor, parts and materials required to perform the monthly services.

Fees for Non-Routine and Emergency Repair Services:

Monday-Friday 8:00 A.M. - 5:00 P.M.	Labor Billing Rate per hour	No fee ¹
All times other than those listed above	Overtime Labor Rate per hour	No fee ¹

¹ There will be no extra fee for Non-Routine and Emergency Repairs Services. The costs associated with these services shall be included in the monthly rates shown for Fees for Central Monitoring, Routine System Monitoring, Maintenance and Repair and Services and Event-Driven Monitoring Services.

Parts and Materials for Non-Routine and Emergency Repair Services:

Parts and materials shall be charged at Contractor's cost plus 25%.