



AGREEMENT FOR SERVICES #265-S1111

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**THIS AGREEMENT** made and entered 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, 15853 Monte Street, Ste. 101, Sylmar, CA, 91342, with their local place of business is: 96 Glen Carran Circle, Suite 102, Sparks, NV 89431, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor 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; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel, equipment and parts necessary to provide annual testing, inspections, monthly preventive maintenance and repairs or any other additional required improvements/additions "as needed" on the Fire Alarm Systems and the CCTV camera, intercom and electronic door control system at the South Lake Tahoe Jail and the

South Lake Tahoe Juvenile Treatment Center. Services shall be in accordance with Exhibit "A" marked "Scope of Services", incorporated herein and made by reference a part hereof.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of November 1, 2010 through October 31, 2013.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Contractor upon completion of annual testing of the fire alarm systems located at both the South Lake Tahoe Juvenile Treatment Center and the South Lake Tahoe Jail; and monthly in arrears for testing, inspections, preventive maintenance and repairs "as needed" on the CCTV camera, intercom and electronic door control system located at the South Lake Tahoe Treatment Center and the South Lake Tahoe Jail. Payments shall be made 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 Exhibit "A", incorporated herein and made by reference a part hereof.

If applicable, County requires Contractor's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply to pay and require payment of wages according to a scale of prevailing wage rates determined by California law. As a consequence, Contractor shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the County in which the work is to be done. Contractor shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. Changes, if any, to the general prevailing wage rates will be available at the same location. Federal minimum wage rates are determined by the United States Secretary of Labor.

As required under the provisions of Labor Code Section 1776, Contractor and subcontractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the local branch office of the Contractor.

All invoices are to reference Agreement #265-S1111 and sent to:

El Dorado County Sheriff's Office - South Lake Tahoe Jail  
Attention: Accounting Department  
300 Fair Lane  
Placerville, CA 95667

El Dorado County Probation Dept.- South Lake Tahoe Juvenile Treatment Center  
Attention: Accounting Department  
3974 Durock Road, Suite 205  
Shingle Springs, CA 95682

Total amount of this Agreement for services shall not exceed \$95,000 for the three (3) year period.

#### ARTICLE IV

**License:** Contractor warrants and represents that he/she is duly licensed in good standing by the State of California to perform the services under this Agreement, and that Contractor shall maintain said license in good standing throughout the term of this Agreement.

#### ARTICLE V

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### ARTICLE VI

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

#### ARTICLE VII

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### ARTICLE VIII

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### ARTICLE IX

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County

business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE X**

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for

such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

#### **ARTICLE XI**

**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 addressed as follows:

COUNTY OF EL DORADO  
SHERIFF'S OFFICE  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTENTION: TERRI LEDOUX

And

COUNTY OF EL DORADO  
PROBATION DEPARTMENT  
3974 DUROCK ROAD, SUITE 205  
SHINGLE SPRINGS, CA 95682  
ATTENTION: GREGORY S. SLY

or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

TRI-SIGNAL INTEGRATION, INC.  
15853 MONTE STREET, STE. 101  
SYLMAR, CA 9134289431  
ATTENTION: BOB MCKIBBEN

or to such other location as the Contractor directs.

## ARTICLE XII

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## ARTICLE XIII

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any

other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

#### ARTICLE XIV

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest,

direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XVII**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVIII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.


#### **ARTICLE XIX**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.





**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:   
Terri LeDoux, Lieutenant  
Sheriff's Office

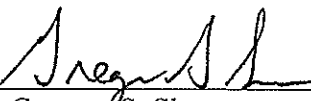
Dated: 12-9-10

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
Fred Kollar, Sheriff

Dated: 12-2-10

**REQUESTING CONTRACT ADMINISTRATOR/ DEPARTMENT HEAD CONCURRENCE:**

By:   
Gregory S. Sly  
Chief Probation Officer

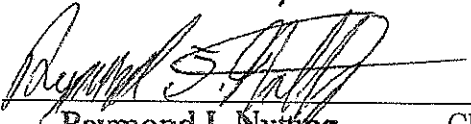
Dated: 1-6-11

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3/1/11

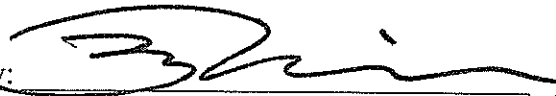
By:   
Raymond J. Nutting Chair  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors


By:  Date: 3/1/11  
Deputy Clerk

-- CONTRACTOR --

TRI-SIGNAL INTEGRATION, INC.  
A CALIFORNIA CORPORATION

By:   
BOB MCKIBBEN Robert L. McKibben  
PRESIDENT President  
"Contractor"

Dated: 1/27/11

By:   
~~Corporate Secretary~~  
Thomas F. Kommer  
Senior V.P.

Dated: 1-27-11



# TRI·SIGNAL

## INTEGRATION, INC.

### SCOPE OF SERVICES

Lt. Terri LeDoux - Contract Administrator  
 El Dorado County  
 300 Fair Lane  
 Placerville, CA 95667

September 21, 2010

Project Name: El Dorado County Jail  
 1051 Al Tahoe Blvd, South Lake Tahoe, CA 96150  
 El Dorado County Juvenile Treatment Center  
 1041 Al Tahoe Blvd, South Lake Tahoe, CA 96150

### ANNUAL FIRE/LIFE SAFETY TEST AND INSPECTION AGREEMENT

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

Annual Test Fire Alarm and Detection System (1 @ 100%) - Tri-Signal Integration technicians shall perform the required test and inspection of your Fire/Life Safety Alarm System per NFPA 72, Chapter 10 Inspection, Testing and Maintenance. Test and inspection to include diagnostic tests of the control panel equipment, auxiliary/monitoring functions, functional test of audible and visual signaling appliances and initiating devices including, but not limited to, area smoke detectors, heat detectors, duct-mounted smoke detectors, manual pull stations and fire sprinkler waterflow and tamper switches (electronic test only). To minimize false alarms, inspection service includes the cleaning of area smoke detectors.

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

### DOCUMENTATION

Upon completion of each test and inspection, the fire alarm control panels, fire sprinkler risers, kitchen hood suppression systems and portable fire extinguishers shall be re-certified (tagged) and a signed Test and Inspection Report listing the all devices inspected will be forwarded to your attention. Copies of the reports will also be kept at the job site and in our office.

### SERVICES NOT INCLUDED IN THIS PROPOSAL

This proposal does not include the cost of labor and parts needed to complete required repairs of any noted deficiencies, including fire extinguisher parts and chemicals, any fees incurred for fire department witnessing, any additional required permits, backflow preventor inspections, hydrostatic testing, fire watch and any labor or materials not specifically included herein.



# TRI•SIGNAL INTEGRATION, INC.

Project Name: El Dorado County Jail September 21, 2010  
El Dorado County Juvenile Treatment Center  
Fire/Life Safety Test & Inspection Agreement

## COST FOR FIRE/LIFE SAFETY TEST AND INSPECTION PROGRAM

### El Dorado County Jail

Total Annual Investment Price: \$ 3,453.00  
Three Thousand Four Hundred Fifty Three Dollars

### El Dorado County Juvenile Treatment Center

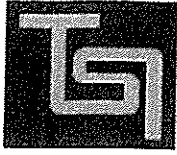
Total Annual Investment Price: \$ 1,963.00  
One Thousand Nine Hundred Sixty Three Dollars

The charges for the services to rendered hereunder will be billed annually, payable in full net 30 days after invoice. This is a three-year agreement commencing on November 1, 2010 and terminating on October 31, 2013. Agreement shall not automatically renew upon termination.

## BILLABLE LABOR RATES/ EMERGENCY RESPONSE

If the El Dorado County Jail requests any repair services, other than indicated in Scope of Work included herein, El Dorado County Jail agrees to pay Tri-Signal Integration, Inc. at the hourly rate specified below:

1. Labor is based upon a normal 8-hour working day (8:00am to 5:00pm Monday thru Friday excluding recognized holidays).
  - Standard service rates, \$ 125.00 per hour per man. There will be a 2-hour minimum on all scheduled service calls.
  - Overtime will be charged at 1&1/2 times the normal rate of pay.
  - Saturdays, Sundays and holidays will be charged at double time.
  - \$ 45.00 truck charge/dispatch fee for each service call.
2. Emergency calls are charged portal to portal with a 4-hour minimum.
3. Vandalism and construction related service calls are charged portal to portal with a 4-hour minimum at the standard service rate of pay.
4. Tri-Signal Integration technicians are available 24-hours a day, 7-days a week, 365-days a year with a four-hour response time for critical emergency conditions.



# TRI•SIGNAL INTEGRATION, INC.

Lt. Terri LeDoux - Contract Administrator  
El Dorado County  
300 Fair Lane  
Placerville, CA 95667

September 2, 2010

Project Name: El Dorado County Jail  
1051 Al Tahoe Blvd, South Lake Tahoe, Ca 96150  
El Dorado County Juvenile Treatment Center  
1041 Al Tahoe Blvd, South Lake Tahoe, CA 96150

## SECURITY SYSTEM SERVICE AGREEMENT

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

**Annual Test and Inspection Service (1 @ 100%)** - Tri-Signal Integration technicians shall perform an annual functional test and inspection of your Closed Circuit TV Video Surveillance System, Intercom System and Electronic Door Control System currently on-line and in service at the facilities referenced above. Tri-Signal Integration technicians will analyze equipment to detect potential failures, clean, lubricate and adjust system devices and components. Tri-Signal Integration technicians will document in a service work order all preventative maintenance procedures performed.

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

**Labor Coverage** - Under this agreement Tri-Signal Integration technicians will provide up to eight (8) hours per month during normal business hours (8:00am to 5:00pm Monday thru Friday excluding recognized holidays) to troubleshoot and diagnose system problems, replace failed panel components and peripheral devices associated with normal operating functions and wear and tear. Proposal also includes emergency service, with a four-hour response time, for non re-settable alarm or critical system conditions. Service calls that exceed a total of eight (8) hours per month will be invoiced at our normal Time and Materials rate.

## DOCUMENTATION

Upon completion of each test and inspection and a signed Test and Inspection Report listing the all devices inspected will be forwarded to your attention. Copies of the reports will also be kept at the job site and in our office.



# TRI•SIGNAL INTEGRATION, INC.

Project Name: El Dorado County Jail September 2, 2010  
El Dorado County Juvenile Treatment Center  
Security System Service Agreement

## SERVICES NOT INCLUDED IN THIS PROPOSAL

This proposal does not include the cost parts needed to complete required repairs of any noted deficiencies or as result of troubleshooting. Any parts required to complete repairs can be provided at additional costs. The parts needed will be itemized in a proposal and submitted for authorization. Upon receipt of a purchase order authorizing the work to begin, a service work order will be processed, and the equipment will be ordered. Upon completion of the service work order an invoice, separate from this agreement, will be generated when the work is complete.

## COST FOR SECURITY SYSTEM SERVICE AGREEMENT

Total Annual Investment Price - El Dorado County Jail ... \$ 8,880.00  
Billed monthly at a rate of \$ 740.00 per month

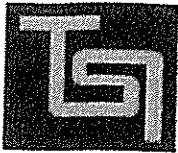
Total Annual Investment Price - El Dorado County Juvenile Treatment Center ... \$ 9,468.00  
Billed monthly at a rate of \$ 789.00 per month

The charges for the services to rendered hereunder will be billed monthly at the rates noted above, payable in full net 30 days after invoice. This is a three-year agreement commencing on November 1, 2010 and terminating on October 31, 2013. Agreement shall not automatically renew upon termination.

## BILLABLE LABOR RATES/ EMERGENCY RESPONSE

If the El Dorado County Jail requests any repair services, other than indicated in Scope of Work included herein, El Dorado County Jail agrees to pay Tri-Signal Integration, Inc. at the hourly rate specified below:

1. Labor is based upon a normal 8-hour working day (8:00am to 5:00pm Monday thru Friday excluding recognized holidays).
  - Standard service rates, \$ 125.00 per hour per man. There will be a 2-hour minimum on all scheduled service calls.
  - Overtime will be charged at 1&1/2 times the normal rate of pay.
  - Saturdays, Sundays and holidays will be charged at double time.
  - \$ 45.00 truck charge/dispatch fee for each service call.
2. Emergency calls are charged portal to portal with a 4-hour minimum.
3. Vandalism and construction related service calls are charged portal to portal with a 4-hour minimum at the standard service rate of pay.
4. Tri-Signal Integration technicians are available 24-hours a day, 7-days a week, 365-days a year with a four-hour response time for critical emergency conditions.



# TRI-SIGNAL INTEGRATION, INC.

## 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.

### 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 notwithstanding 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.

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