

AGREEMENT FOR SERVICES #197-S1711

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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 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**, County has determined that it is necessary to obtain a Consultant 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**, Consultant 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 Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree 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 and the CCTV Camera, Intercom and Electronic Door Controls at the South Lake Tahoe Jail and the South Lake Tahoe Juvenile Treatment Center. Services shall be in accordance with Exhibit "A" 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, 2016 through October 31, 2021, and shall automatically renew each year thereafter.

## 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 Exhibit "A", incorporated herein and made by reference a part hereof. Rates and charges shall remain fixed for the first five (5) years of this Agreement and may thereafter be increased once annually by Tri-Signal by an amount not to exceed five percent (5%) over the previous year.

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 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. Charges, if any, to the general prevailing 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 provision 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 #197-S1711 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



#### ARTICLE IV

**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 V

**Consultant 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, Consultant shall act as Consultant only to County and shall not act as Consultant 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 Consultant's responsibilities to County during term hereof.

#### ARTICLE VI

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant 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 VII

**Independent Consultant/Liability:** Consultant 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. Consultant exclusively assumes responsibility for acts of its employees, associates, and sub Consultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant 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 Consultant or its employees.

#### ARTICLE VIII

**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 IX**

### **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 Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant 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 days 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 Consultant, 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, Consultant 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 X**

**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  
ATTN: TERRELL GREEN, LIEUTENANT

AND

COUNTY OF EI DORADO  
PROBATION DEPARTMENT  
3974 DUROCK ROAD, SUITE 205  
SHINGLE SPRINGS, CA 95682  
ATTENTION: VINCE JANETTE, DEPUTY CHIEF PROBATION OFFICER

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: MOLLIE PURCELL, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

TRI-SIGNAL INTEGRATION, INC.  
15853 MONTE STREET, SUITE 101  
SYLMAR, CA 91342  
ATTN: BOB MCKIBBEN, PRESIDENT

or to such other location as the Consultant directs.



## ARTICLE XI

**Indemnity:** The Consultant 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 Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, sub Consultant(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 Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## ARTICLE XII

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

- A. Full Worker's Compensation and Employer's 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 and a \$2,000,000.00 aggregate limit.
- 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 or professional consultant, and is performing professional services under this Agreement, professional liability 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 County of El Dorado 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 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 prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, 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 in 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 protection of the County.

### **ARTICLE XIII**

**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 Consultant 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 XIV**

**Interest of Consultant:** Consultant covenants that Consultant 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. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XV**

**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. Consultant 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 Consultant 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 XVI**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant 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 Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVII**

**Nonresident Withholding:** If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during the term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.



#### **ARTICLE XVIII**

**Taxpayer Identification Number (Form W-9):** All independent Consultants 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.

#### **ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Terrell Green, Lieutenant, Sheriff's Office, and Vince Janette, Deputy Chief Probation Officer, Probation Department, or successors.

#### **ARTICLE XXI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXIV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

#### **ARTICLE XXV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  M1027

Terrell Green, Lieutenant  
Sheriff's Office

Dated: 10-10-16

By:   
Vince Janette, Deputy Chief Probation Officer  
Probation Department

Dated: 10/3/16

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
John D'Agostini, Sheriff

Dated: 10/17/16

By:   
Brian Richart, Chief Probation Officer  
Probation Department

Dated: 10/3/16



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

-- COUNTY OF EL DORADO --

Dated: 11/15/16

By: [Signature]  
Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison, Clerk  
of the Board of Supervisors

By: [Signature] Date: 11/15/16  
Deputy Clerk

-- CONSULTANT --

TRI-SIGNAL INTEGRATION, INC.  
A CALIFORNIA CORPORATION

By: [Signature]  
JOHN PRITCHARD  
VICE PRESIDENT  
"Consultant"

Dated: 10-3-16

By: [Signature]  
Corporate Secretary

Dated: 10/11/16

KJG

197-8171



# TRI•SIGNAL INTEGRATION, INC.

EXHIBIT "A"

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

September 14, 2016

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, Inc. shall provide services listed below in accordance with the provisions of the terms and conditions on the attached pages:

**Annual Fire/Life Safety Systems Test & Inspection. (1 @ 100%)** – Fire alarm systems test and inspection per NFPA 72, Chapter 10, Inspection, Testing and Maintenance. Test and inspection to include diagnostic tests of the control panel equipment, auxiliary/monitoring functions, back-up battery load testing and functional test of audible/visual signaling appliances and initiating devices including, but not limited to, area smoke/heat detectors, duct-mounted smoke detectors, manual pull stations and fire sprinkler waterflow and tamper switches (electronic test only). To minimize false alarms, inspection services include 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 TSI 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 and kitchen hood suppression systems shall be re-certified (tagged) and a signed Test and Inspection Report, listing 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, any fees incurred for fire department inspections, any additional required permits, fire-watch if system is impaired and any labor or materials not specifically included herein.





# TRI·SIGNAL

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## INTEGRATION, INC.

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

September 14, 2016

### Total Annual Investment:

Project Name: El Dorado County Jail	\$3,557.00
1051 Al Tahoe Blvd., South Lake Tahoe, CA 96150	
&	
El Dorado County Juvenile Treatment Center	\$2,022.00
1041 Al Tahoe Blvd., South Lake Tahoe, CA 96150	

The charges for these services rendered will be **billed annually**, payable in full net 30 days after invoice. This is a Five-Year Agreement commencing upon authorization and shall renew automatically 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.

### BILLABLE LABOR RATES/EMERGENCY RESPONSE

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

Labor is based on a normal 8-hour working day (8:00 am to 5:00 pm 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 & ½ times the normal rate of pay.

Saturdays, Sundays and holidays will be charged at double time.

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

Vandalism and construction related service calls are charged portal to portal with a 4-hour minimum at the standard rate of pay.

Tri-Signal Integration, Inc. technicians are available 24-hours a day, 7-days a week, 365-days per year with a four-hour response time for critical emergency conditions.



# TRI•SIGNAL INTEGRATION, INC.

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

September 14, 2016

Thank you for the opportunity to submit our proposal for your approval and we look forward to working with you on this and any future projects you may have. If you have any questions or require additional information or assistance, please do not hesitate to contact me.

Respectfully submitted,

Rick Hill  
Service/Systems Sales  
Tri-Signal Integration, Inc.  
P: (775) 355-8544  
F: (775) 355-8644  
rhill@tri-signal.com

**PLEASE FAX THIS PROPOSAL TO (775) 355-8644 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

\_\_\_\_\_  
Purchase Order #

Attachment: Tri-Signal Integration, Inc. Terms and 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.

### **LIMITATIONS OF LIABILITY:**

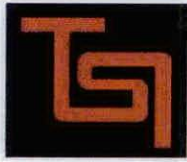
It is understood that Tri-Signal Integration, Inc. is not an insurer and that insurance may be obtained by Customer if any is desired by Customer and that the payments made hereunder to Tri-Signal Integration, Inc. are based solely on value of the services rendered and that the scope of the liability 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 there from, 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., it's 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 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.





# TRI•SIGNAL INTEGRATION, INC.

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

September 14, 2016

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 SECURITY SYSTEMS TEST and INSPECTION AGREEMENT

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

**Annual Security Systems Test & Inspection. (1 @ 100%)** – Tri-Signal Integration, Inc. technicians shall perform an annual functional test and inspection of your Closed Circuit Television Surveillance System, Intercom System and Electronic Door Control System currently on-line and in service at the facilities referenced above. TSI 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 TSI 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 TSI technicians will provide up to eight (8) hours per month during normal business hours (8:00 AM to 5:00 PM Monday thru Friday excluding recognized holidays) to troubleshoot and diagnose system problems brought to TSI's attention, replace failed panel components and peripheral devices associated with normal operation functions and wear & tear. This proposal also includes emergency service, with (4) Four Hour response time, for non re-settable alarm or critical system conditions. Service calls that exceed a total of (8) eight hours per month will be invoiced at our normal Time and Materials rate.

## DOCUMENTATION

Upon completion of each test and inspection a signed report listing all devices inspected will be forwarded to your attention. Copies of reports will also be kept at the facility and our office.





# TRI•SIGNAL INTEGRATION, INC.

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

September 14, 2016

### 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 or as a result of troubleshooting. Any parts required to complete repairs can be provided at an additional fee. 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 and invoice, separate from this agreement will be generated when the work is complete. Any required electrical service work, , such as high voltage work on cell doors at the jail will be performed by others.

### **Total Annual Investment:**

Project Name: El Dorado County Jail	\$9,150.00
1051 Al Tahoe Blvd., South Lake Tahoe, CA 96150	
&	
El Dorado County Juvenile Treatment Center	\$9,756.00
1041 Al Tahoe Blvd., South Lake Tahoe, CA 96150	

The charges for these services rendered will be **billed annually**, payable in full net 30 days after invoice. This is a Five-Year Agreement commencing upon authorization and shall renew automatically 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.

### BILLABLE LABOR RATES/EMERGENCY RESPONSE

If the Eldorado County Sheriff request any repair service, 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 on a normal 8-hour working day (8:00 am to 5:00 pm 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 & ½ times the normal rate of pay.

Saturdays, Sundays and holidays will be charged at double time.

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

Vandalism and construction related service calls are charged portal to portal with a 4-hour minimum at the standard rate of pay.



# TRI•SIGNAL INTEGRATION, INC.

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

September 14, 2016

Tri-Signal Integration, Inc. technicians are available 24-hours a day, 7-days a week, 365-days per year with a four-hour response time for critical emergency conditions.

Thank you for the opportunity to submit our proposal for your approval and we look forward to working with you on this and any future projects you may have. If you have any questions or require additional information or assistance, please do not hesitate to contact me.

Respectfully submitted,

Rick Hill  
Service/Systems Sales  
Tri-Signal Integration, Inc.  
P: (775) 355-8544  
F: (775) 355-8644  
rhill@tri-signal.com

**PLEASE FAX THIS PROPOSAL TO (775) 355-8644 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

\_\_\_\_\_  
Purchase Order #

Attachment: Tri-Signal Integration, Inc. Terms and 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.

### **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 there from, 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 buy performance or non-performance of any obligations imposed by this agreement or by any negligent acts or omissions of Tri-Signal Integration, Inc., it's 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.



**TRI•SIGNAL**  
**INTEGRATION, INC.**