

ORIGINAL

AGREEMENT FOR SERVICES #265-S1111 AMENDMENT 1

This Amendment 1 to that Agreement for Services #265-S1111, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tri-Signal Integration, Inc, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 15853 Monte Street, Ste. 101, Sylmar, CA 91342, with their local place of business as: 96 Glen Carran Circle, Suite 102, Sparks, NV 89431, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide annual testing, inspections, monthly preventative maintenance and repairs "as needed" on Fire Alarm Systems and the CCTV Camera, intercom and electronic door controls at the South Lake Tahoe Jail and the South Lake Tahoe Juvenile Treatment Center, in accordance with Agreement for Services #265-S1111, dated March 1, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend billable rates on Exhibit "A" of said Agreement, hereby amending **ARTICLE III, Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #265-S1111 shall be amended a First time as follows:

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 REVISED 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 Depart.- 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.

Except as herein amended, all other parts and sections of that Agreement #265-S1111 shall remain unchanged and in full force and effect.

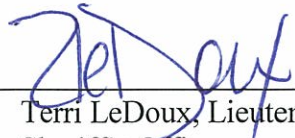
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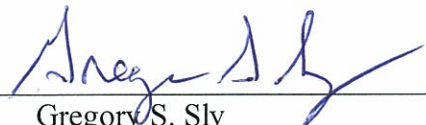
REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 11/16/11
Terri LeDoux, Lieutenant
Sheriff's Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 11/17/11
Rich Williams, Undersheriff

REQUESTING CONTRACT ADMINISTRATOR/DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 11-14-11
Gregory S. Sly
Chief Probation Officer

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #265-S1111 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____


Chairman
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

TRI-SIGNAL INTEGRATION, INC.
A CALIFORNIA CORPORATION

By:  _____
~~Robert L. McKibben~~ Thomas F. Kommer
President Senior Vice President
"Contractor"

Dated: 12-22-11

By:  _____
Corporate Secretary

Dated: 12/23/11



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.

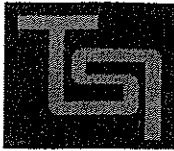
All testing services will be conducted during normal business hours (Monday thru Friday 8:00 AM to 5:00 PM excluding recognized holidays). A customer representative will assist Tri-Signal to access all areas of the facilities if necessary. The customer will provide necessary equipment such as lifts,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

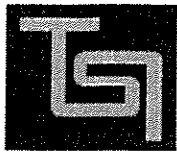
Total Annual Investment Price: \$ 1,963.00
One Thousand Nine Hundred Sixty Three Dollars

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 or the El Dorado County Juvenile Treatment Center requests any repair services, other than indicated in Scope of Work included herein, El Dorado County Jail or El Dorado County Juvenile Treatment Center 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:

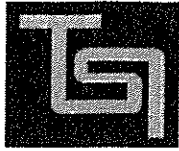
Annual Test and Inspection Service (1 @ 100%) - Tri-Signal Integration technicians shall perform an annual functional test and inspection of your Closed Circuit TV Video Surveillance System, Intercom System and Electronic Door Control System currently on-line and in service at the facilities referenced 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

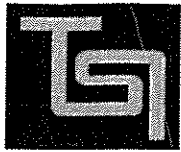
Total Annual Investment Price - El Dorado County Juvenile Treatment Center ... \$ 9,468.00
Billed monthly at a rate of \$ 789.00 per month

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 or the El Dorado County Juvenile Treatment Center requests any repair services, other than indicated in Scope of Work included herein, El Dorado County Jail or El Dorado County Juvenile Treatment Center 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.

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 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.