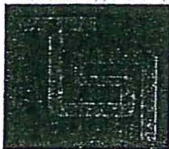


# EXHIBIT "A"



## TRI•SIGNAL INTEGRATION, INC.

Lt. Jon Eslick  
El Dorado County  
300 Fair Lane  
Placerville, CA 95667

October 9, 2013

**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 &  
El Dorado County Juvenile Treatment Center  
Fire/Life Safety Test & Inspection Agreement

October 9, 2013

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

### El Dorado County Jail

Total Annual Investment Price: \$ 3,557.00

Three Thousand Five Hundred Fifty-Seven Dollars

### El Dorado County Juvenile Treatment Center

Total Annual Investment Price: \$ 2,022.00

Two Thousand Twenty-Two 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, 2013 and terminating on October 31, 2016. 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 & 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.
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.

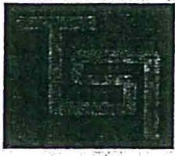
With regard to any parts manufactured by others furnished by Tri-Signal Integration, Inc. hereunder, Customer agrees that Tri-Signal Integration, Inc. makes no warranties or representations with respect thereto and Tri-Signal Integration, Inc. sole obligation with respect thereto shall be to pass through 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 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 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.

Lt. Jon Eslick  
El Dorado County Sherriff's Dept.  
300 Fair Lane  
Placerville, CA 95667

October 9, 2013

**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 SYSTEMS SERVICE AGREEMENT

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

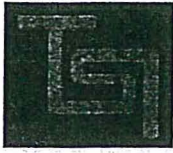
**Annual Test and Inspection Service (1 @ 100%)** - Tri-Signal Integration technicians shall perform an annual functional test and inspection of your Closed Circuit TV Video Surveillance System, Intercom System and Electronic Door Control System currently on-line and in service at the facilities referenced above. Tri-Signal Integration technicians will analyze equipment to detect potential failures, clean 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 brought to TSI's attention, 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

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## INTEGRATION, INC.

**Project Name:** El Dorado County Jail &  
El Dorado County Juvenile Treatment Center  
Security System Service Agreement

October 9, 2013

### 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. Any required electrical service work, on the 220VAC cell doors at the jail, will be performed by others.

### COST FOR SECURITY SYSTEM SERVICE AGREEMENT

**Total Annual Investment Price – El Dorado County Jail ... \$ 9,150.00**  
**Billed monthly at a rate of \$ 762.50 per month**

**Total Annual Investment Price – El Dorado County Juvenile Treatment Center ... \$ 9,756.00**  
**Billed monthly at a rate of \$ 813.00 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, 2013 and terminating on October 31, 2016. 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 & 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.
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., its agents or employees, unless such loss, damage, or personal injury arises solely, directly and proximately from the negligent performance of such services by Tri-Signal Integration, Inc. and in such event, it is expressly agreed that Tri-Signal Integration, Inc. liability shall be limited to the amount of annual charge for the services to be rendered hereunder. Customer may obtain an expansion of this limitation on liability, if desired, by payment, pursuant to written agreement, of an increased annual rate which shall be negotiated between the parties upon the request of the Customer in writing prior to the effective date or any renewal date of this agreement.

### **GENERAL:**

Tri-Signal Integration, Inc. shall not be responsible for failure to render service hereunder due to unavailability of parts labor troubles, fire, flood and other causes beyond its reasonable control. This agreement and any Supplement(s) attached constitute the entire agreement between Tri-Signal Integration, Inc. and the Customer and no representation, promise, or statement not expressed herein shall be binding on Tri-Signal Integration, Inc. The terms and conditions herein shall prevail 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.