

ORIGINAL

Pacific Systems Integrators, Inc.

AGREEMENT FOR SERVICES #616-S1410

AMENDMENT II

This Amendment II to that Agreement for Services #616-S1410, 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 Pacific Systems Integrators, Inc. (PSI), a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 17744 East Risso Court, Linden, California 95236.

RECITALS

WHEREAS, PSI was engaged by County under Agreement for Services #616-S1410 (the "Agreement") to provide on-call and emergency maintenance and repair services of locks, sliding devices, detention systems and related ancillary equipment at various County-operated facilities for the Chief Administrative Office, Facilities Division, which agreement was approved by the Purchasing Agent and executed on May 14, 2014, and Amendment I approved by the Board of Supervisors and executed by the Purchasing Agent on October 9, 2014, both incorporated herein, including all attachments and exhibits thereto, and made by reference a part hereof; and

WHEREAS, PSI was acquired by Corrections Technology Group LLC (CTG) effective March 1, 2016, including the Agreement; and

WHEREAS, by operation of this transaction, CTG has assumed the remainder of all work, duties, responsibilities and obligations of PSI. under the Agreement, including but not limited to any liabilities or obligations for services to be performed by CTG subsequent to the effective date of the transaction; and PSI has remained responsible for any liabilities and obligations for services performed up to the date of the transaction, and has purchased run-off insurance to cover any potential liabilities therefore; and

WHEREAS, the parties hereto have determined and agreed to amend the Agreement, including all Amendments, exhibits and attachments thereto, by substituting CTG in place of PSI for all purposes in all references to PSI, and also by revising **ARTICLE X – Notice to Parties**.

WHEREAS, the parties hereto have mutually agreed to extend term of said Agreement, hereby amending **ARTICLE II – Term**.

NOW THEREFORE, the parties agree to the assignment of this Agreement for Services #616-S1410 from PSI to CTG effective March 1, 2016 ("Effective Date"), and that CTG assumes all duties, covenants, and obligations of PSI under this Agreement for services performed subsequent to the effective date, and is responsible for executing the work after the effective date in accordance with all terms and conditions of the Agreement. Accordingly, the parties do hereby agree that Agreement for Services #616-S1410, including all exhibits and attachments thereto, is amended a first time as follows:

I. All references to Pacific Systems Integrators, Inc. are substituted with Corrections Technology Group LLC.

II. ARTICLE II is hereby replaced in its entirety:

Term: This agreement shall become effective upon final execution by both parties hereto and shall cover, as amended, the period of May 14, 2014 through May 13, 2018.

II. ARTICLE III – Compensation for Services, third paragraph is hereby replaced with:

Overnight stays during the week are to be invoiced to the County up to \$125.00 per night per person (and not more than five (5) nights in a week) and travel between facilities is to be invoiced to the County at not more than \$0.60/mile per vehicle, both overnight stays and mileage will be billed in addition to the hourly rate. No mark-up is allowed for these expenses.

III. ARTICLE XXI – Notice to Parties is revised as follows:

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
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
ATTN: Russell Fackrell, Facilities Manager

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
360 Fair Lane
Placerville, California 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

CORRECTIONS TECHNOLOGY GROUP LLC
1751 Riverview Avenue
Tracy, California 95377
ATTN: Robert Ellis, General Manager

or to such other location as the Contractor directs.

IV. ARTICLE XXV – Licenses is hereby amended to add the following paragraph:

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

V. ARTICLE XXXIX – Contractor Registration is hereby added:

Contractor Registration: In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations Section 16451. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

VI. ARTICLE XL – Conflict of Interest is hereby added:

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".

VII. ARTICLE XLI – Nondiscrimination is hereby added:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Except as herein amended, all other parts and sections of the Agreement for Services #258-S1410 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 4/26/16
Russell Fackrell
Facilities Manager
Chief Administrative Office

Requesting Head Department Concurrence:

By:  Dated: 4/28/2016
Larry T. Combs
Chief Administrative Officer *ASSISTANT CAO*

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #616-S1410 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Mollie Purcell
Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

CORRECTIONS TECHNOLOGY GROUP, LLC
An Idaho Limited Liability Corporation

By: Robert Ellis _____ Dated: 4.15.16 _____
Robert Ellis
General Manager
"Contractor"