

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

740



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
03/26/15

SUBJECT: Approval of the eighth amendment to the agreement with the Corrections Technology Group (CTG) to provide jail security equipment upgrades and the corresponding maintenance for fifteen months. District All. [\$2,074,833 – General Fund 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the eighth contract amendment with CTG for jail security equipment upgrades and the corresponding maintenance for fifteen additional months not to exceed \$2,074,833 in total; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, and do not exceed an annual inflation rate of 2.5%.

(Continued on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez

Will Taylor
Stan Sniff
Sheriff-Coroner-PA
Will Taylor, Dir. of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 414,967	\$ 1,659,866	\$ 2,074,833	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 414,967	\$ 1,659,866	\$ 2,074,833	\$ 0	
SOURCE OF FUNDS: General Fund 100%				Budget Adjustment: No	
				For Fiscal Year: 14/15 – 15/16	

C.E.O. RECOMMENDATION: APPROVE

BY: Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 FORM APPROVED COUNTY COUNSEL BY: Anita C. Willis 4-2-15 DATE
 ANITA C. WILLIS

Departmental Concurrence

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 06/18/13 3.57 District: All Agenda Number:

3-31

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the eighth amendment to the agreement with the Corrections Technology Group (CTG) to provide jail security equipment upgrades and the corresponding maintenance for fifteen months. District All. [\$2,074,833 – General Fund 100%]

DATE: 03/26/15

PAGE: Page 2 of 2 (BR 15-070)

BACKGROUND:

Summary

On June 18, 2013, the Board approved the sixth amendment to the Systems Integration Corp. (SI) agreement to replace and upgrade the existing security digital video recording system at the Robert Presley Detention Center and the Smith Correctional Facility with an expandable network video recording system. The upgrade added cameras which required additional servers and infrastructure. The equipment and installation costs for these projects totaled \$570,384.

On April 2, 2014, County Purchasing executed the seventh amendment to the SI contract, accepting the second one year renewal to the SI contract.

On June 30, 2014 SI filed a Consent with Riverside County Purchasing changing their business name to the Corrections Technology Group (CTG).

The Sheriff is now recommending the approval of the eighth amendment to the Corrections Technology Group contract. The eighth amendment will extend the current contract for fifteen months. The contract extension will give CTG enough time to replace the Bosch CCTV surveillance switcher and network video recorders at the Larry D. Smith expansion, with a county standard Milestone system. The upgrade will be covered under the extended jail security upgrades contract and will not result in any increased cost to the County. For that reason no additional funds are needed and no budget adjustments are necessary

Impact on Citizens and Businesses

The upgrades to the jail's security video system will be current with the County's standard system.

Price Reasonableness

CTG is lowering the current annual inflation rate from 5% to 2.5%.

Attachments

Eighth amendment to the professional services agreement with Corrections Technology Group, Formerly Systems Integration Corp.

Corrections Technology Group Proposal #SSW017 dated March 2015. (Attachment 1)

COUNTY OF RIVERSIDE
AMENDMENT NO.8 TO THE AGREEMENT
WITH
Corrections Technology Group

Original Contract Term: April 1, 2010 through March 31, 2015
Effective Date of Amendment: April 1, 2015
Maximum Contract Amount: \$2,074,833
CONTRACT ID: SHARC- 93673-001-03/15

The Agreement between Riverside County, herein referred to as COUNTY and Corrections Technology Group, herein referred to as CONTRACTOR, is amended as follows:

1. On page 3 of the Agreement, amend Section 2 the "Period of Performance": To amend all reference to the Period of Performance from expiration of March 31, 2015 to a Period of Performance of April 1, 2015 through June 30, 2016, unless terminated as specified in Section 9 TERMINATION. All other terms of the Period of Performance in the Agreement shall apply.
2. Corrections Technology Group will perform the attached scope of services as outlined under attachment (1) – Corrections Technology Group Proposal #SSW017 dated March 4, 2015.
3. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
Board of Supervisors
4080 Lemon Street, 4th Floor
Riverside, CA 92501

Contractor
Corrections Technology Group
871 West 4th Street, Suite F
Beaumont, CA 92223

By: _____ By: Michael S. L
Name: _____ Name: MICHAEL S. KERN
Title: _____ Title: BRANCH MANAGER
Date: _____ Date: 4/10/15

Attachment (1) Corrections Technology Group Proposal #SSW017 dated March 2015

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 4/10/15
NEAL R. KIPNIS DATE

RFP#SHARC-098
BOS agenda # & Date: 3-23-2010 3.34; 5-24-2011 3.46; 7-31-2012 3.56; 6-18-2013 3-57
Form #116-311 Revision Date: 11/24/14



**871 W. 4th Street, Suite F
Beaumont, CA 92223
Phone 951.845.3501
Fax 951.845.4889**

DATE: March 4, 2015
PROJECT: Blythe Security Upgrades
PROPOSAL: SSW017

We propose the following work:

- 1) Replace existing doors at rooms EF10, EF20, SC01 and SC02 with new detention grade doors, electronic detention locks, door position switch, detention hinges, loop pulls, cuff port, cuff port lock and detention glass.
- 2) Replace existing doors at rooms DF10, DF20 and DF30 with new detention grade doors, mechanical detention locks, detention hinges, loop pulls, cuff port, cuff port lock and detention glass.
- 3) Replace existing doors at Sergeant's office, Chaplain's office, Classification office and Nurse's office with new mechanical detention grade doors, detention locks, detention hinges, loop pulls and detention glass.
- 4) Replace existing locks at Tank A innerdoor, Tank A outer door and Holding Cell with new mechanical detention locks.
- 5) Add woven wire mesh barriers, floor to deck above ceiling at corridors EF, DF and at main corridor between pipe chase and kitchen door. Door control panels will also be added near the EF and DF barriers locations to control doors EF10, EF20 and SC01, SC02. Conduit and wire are included to power the control panels and electrified locks at these locations.

REMARKS

1. This proposal includes the installation of conduit, wire and cable.
2. Prices indicated includes devices, tax, programming, drawings, freight, installation and terminations, start-up, travel and per diem, owner training, and a one year warranty.
3. Painting is excluded.

**TERMS AND CONDITIONS OF SALE
(CONTRACT SALES)**

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, collection, or any other charges, or as otherwise agreed upon and set forth in writing by CORRECTIONS TECHNOLOGY GROUP. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply such information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This Proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms".
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of California and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf or on behalf of the Customer or otherwise, with respect to the material covered by this proposal shall be added to such prices and paid by the Customer.
6. **LOSS DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any cause beyond Seller's control, including but not limited to governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
7. **WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and without charge, equipment to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NOT IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Seller assumes no responsibility of repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right or repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
9. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of California.
11. **CERTIFICATION** The person whose signature appears on the fact side hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or Seller of security systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer and when subsequently approved in writing hereon by CORRECTIONS TECHNOLOGY GROUP. or by our written acceptance of your purchase order by CORRECTIONS TECHNOLOGY GROUP. Such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.

No waiver, alteration, or modification of the terms and conditions on this and the face side hereof shall be binding unless in writing and signed by and authorized representative of CORRECTIONS TECHNOLOGY GROUP.