

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



**ITEM: 3.54
(ID # 25475)**

MEETING DATE:

Tuesday, July 30, 2024

FROM : PURCHASING AND FLEET SERVICES

SUBJECT: PURCHASING AND FLEET SERVICES: Ratify and Approve Amendment No. 3 to the Amended and Restated Service Agreement with D.C. Electronics Two, Inc. dba IE Alarm Systems for Security Alarm Monitoring Services without seeking competitive bids, to increase the annual Agreement amount by \$40,000, from \$160,000 to \$200,000, extend the contract term for one additional year through June 30, 2025, effective upon signature of the Amendment with the option to renew for up to one (1) additional year through June 30, 2026. All Districts. [Total Cost: \$400,000; up to \$20,000 in additional compensation per fiscal year – 100% Departments Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment No. 3 to the Amended and Restated Service Agreement with D.C. Electronics Two, Inc. dba IE Alarm Systems for Security Alarm Monitoring Services without seeking competitive bids, to increase the annual Agreement amount by \$40,000 from \$160,000 to \$200,000, extend the contract term for one additional year through June 30, 2025, effective upon signature of the Amendment with the option to renew for up to one (1) additional year, through June 30, 2026, for the total cost of \$400,000; and authorize the Chair of the Board to sign the Amendment No. 3 on behalf of the County; and
2. Authorize the Purchasing Agent in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) issue Purchase Orders for any goods and/or services rendered; (b) sign all subsequent amendments to the Agreement, including modifications of the statement of work, addition or deletion of County department locations and/or service levels that stay within the intent of the Agreement; and (c) sign amendments to the compensation provisions of the Agreement that do not exceed the total amount of \$20,000 per fiscal year.

ACTION:


Meghan Hill, Director of Procurement 7/8/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 30, 2024
xc: Purchasing

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 200,000	\$ 200,000	\$ 400,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department Budgets			Budget Adjustment:	No
			For Fiscal Year:	23/24 – 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Purchasing and Fleet Services requests ratification and approval of Amendment No. 3 to the Amended and Restated Service Agreement with D.C. Electronics Two, Inc. dba IE Alarm Systems (“IE Alarms”) for Security Alarm Monitoring Services without seeking competitive bids, Amended Single Source assigned (#24-285). This amendment will increase the total annual contract amount by \$40,000 from \$160,000 to \$200,000, extend the contract through June 30, 2025, with an option to renew through June 30, 2026, and ensure continuity of Security Alarm Services to maintain the general safety of countywide facilities.

The County’s Honeywell Security System has been in place for over sixteen (16) years and serviced by D.C. Electronics Two, Inc. dba IE Alarm Security Services. Any repairs or upgrades to the Security Alarm System are required by Honeywell to be performed by a certified installer. At that time there was only one (1) authorized and certified vendor, which is D.C. Electronics Two, Inc. dba IE Alarm Systems.

IE Alarm Security Services has been providing the following services: monitoring and maintenance services, system improvements, installation, and upgrades to existing Honeywell Security Systems at various locations throughout the county.

Impact on Residents and Businesses

There is no negative impact on the citizens or businesses. Providing and upholding safety measures to keep both the public and the employees free from harm at the various County facilities is a high priority to the County in whole.

Additional Fiscal Information

Multiple County departments utilize building security system monitoring and maintenance services, and each department will continue to budget and manage for these expenses.

Contract History and Price Reasonableness

On September 24, 2019, the Board of Supervisors approved Agenda Item # 3.18, Amended and Restated Service Agreement with D.C. Electronics Two, Inc. dba IE Alarm Systems for a five-year term from July 1, 2019 through June 30, 2024 for monitoring services, system

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improvements, installation and upgrades to existing Honeywell Security Systems for those various county facilities.

Under Purchasing Agent authority, Amendment No. 1 was executed September 20, 2022, and effective July 1, 2022, to amend Subsection B2.0 "Monitoring Service Rates" of Exhibit B, Payment Provisions to increase rates.

Under Purchasing Agent authority, Amendment No. 2 was executed June 14, 2023 and effective July 1, 2023, to amend Subsection B2.0 "Monitoring Service Rates" of Exhibit B-1, Payment Provisions, to update the currently monitored sites, customer numbers and billing cycles as well as to increase rates due to changes in the Consumer Price Index.

Amendment No. 3 will extend the period of performance for one-year through June 30, 2025, with an optional one-year renewal through June 30, 2026, to allow time to conduct a county-wide competitive bid solicitation for Building Alarm Monitoring and Maintenance Services. This is a county-wide service agreement which multiple departments utilize for alarm monitoring and maintenance services. The amendment will allow services to continue without interruption or impact while procurement activities are conducted. The Contractor has held pricing for the last five years with no increases. Amendment No. 3 for FY 24/25 includes a 4.3% increase which does not exceed the percentage change in the Consumer Price Index – All Consumers, All Items – Greater Los Angeles, Riverside and Orange County areas ("CPI") over the preceding twelve (12) month period for the purpose of clarifying maintenance and non-inclusive goods or services within the Agreement.

ATTACHMENTS:

ATTACHMENT A. Amendment No.3 Monitoring and Maintenance Services for the Security Alarm Services with Exhibit B-2 "Payment Provisions"

ATTACHMENT B. Amended Single Source Justification Document


Melissa Curtis, Deputy Director of Purchasing and Fleet 7/8/2024


Aaron Gettis, Chief of Deputy County Counsel 7/22/2024

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED SERVICE AGREEMENT
FOR SECURITY ALARM MONITORING SERVICES BETWEEN
COUNTY OF RIVERSIDE AND D.C. ELECTRONICS TWO, INC. dba IE ALARM SYSTEMS

Original Period of Performance: July 1, 2019 through June 30, 2024
Amended Period of Performance: July 1, 2024 through June 30, 2025, with
one-year renewal option through June 30, 2026

Effective Date of Amendment No. 3: July 1, 2024
NEW Annual Maximum Contract Amount: \$200,000
Contract ID: RIVCO-99050-002-06/24

This AMENDMENT NO. 3 TO THE AMENDED AND RESTATED SERVICE AGREEMENT FOR SECURITY ALARM MONITORING SERVICES BETWEEN COUNTY OF RIVERSIDE AND D.C. ELECTRONICS TWO, INC. dba IE ALARM SYSTEMS (herein referred to as "Amendment No. 3") is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and D.C. ELECTRONICS TWO, INC., a California corporation, dba IE ALARM SYSTEMS (herein referred to as "CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Amended and Restated Service Agreement for Security Alarm Monitoring Services, approved September 24, 2019, Agenda Item 3.18, and effective July 1, 2019, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Amendment No. 1 to the Agreement, executed September 20, 2022 and effective July 1, 2022, to amend Subsection B2.0 "Monitoring Service Rates" of Exhibit B, Payment Provisions, to increase rates; and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Amendment No. 2 to the Agreement, executed June 14, 2023 and effective July 1, 2023, to amend Subsection B2.0 "Monitoring Service Rates" of Exhibit B, Payment Provisions, and replace it with Exhibit B-1, to increase rates; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the period of performance through June 30, 2025 with the option to extend the Agreement through June 30, 2026, increase the annual not to exceed amount to \$200,000, and update the currently monitored sites, customer numbers and billing cycles as well as increase the rates set forth in Exhibit B-1, Payment Provisions, by 4.3%, which does not exceed the percentage change in the Consumer Price Index – All Consumers, All Items – Greater Los Angeles, Riverside and Orange County areas ("CPI") over the preceding twelve (12) month period, in accordance with Subsection 3.2 of Section 3. Compensation of the Agreement; and to amend Section A2.0 of Exhibit A, Scope of Services, of the Agreement to add Section A2.0 (d) and (e) for the purpose of clarifying maintenance and non-inclusive goods or services within the Agreement;

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED SERVICE AGREEMENT
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COUNTY OF RIVERSIDE AND D.C. ELECTRONICS TWO, INC. dba IE ALARM SYSTEMS

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Section 2, Period of Period of Performance**, of the Agreement is hereby amended to extend the period of performance and to add an option to extend that period as follows:
 - A. **2.1** This amended Agreement shall be effective July 1, 2024, and continues in effect through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.
 - B. **2.2** The County shall have one (1) option to renew the term of this Agreement for one (1) additional year, through June 30, 2026, by providing notice in writing to Contractor no later than May 30, 2025.
3. **Section 3.1 Compensation**, of the Agreement is hereby amended as follows: The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B-2, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred thousand dollars (\$200,000) per Fiscal Year including all expenses; Fiscal Year (FY) is defined as July 1 through June 30. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B-2, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to
4. this Agreement.
5. **Section 18, Notices**, is hereby amended to delete the address for COUNTY OF RIVERSIDE and **replace it with** the following address:

COUNTY OF RIVERSIDE
Purchasing and Fleet Services
3450 14th Street, 4th Fl
Riverside, CA 92501
Attn: PCS

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6. **Exhibit A.** EXHIBIT A, SCOPE OF SERVICES, of the Agreement is hereby amended to add subsections A2.5 and A2.6 for the purpose of clarifying existing Maintenance Services provided in the Agreement, as follows:

A. A2.5, Maintenance Services - the CONTRACTOR shall provide maintenance services during regular business hours following the expiration of the one-year warranty period if the COUNTY selects a Maintenance Service Item in locations at the request of the respective County Department. As used herein, "Maintenance Service Item" means any individual requested maintenance service, including, but not limited to:

- i. Annual inspection of all alarm systems upon request;
- ii. Service required to repair or replace equipment;
- iii. Training on alarm systems as requested;
- iv. Unlimited security system user code changes;
- v. Management of Holiday schedule and programming changes upon request;
- vi. Priority Support in scheduling service and after-hours office support.

B. A2.6, Exclusions - the Agreement does not cover the following:

- i. Service to replace or repair material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, any casualty, including electricity, and attempted unauthorized repair service by anyone other than D.C. Electronics Two, Inc.;
- ii. Cost of equipment or materials;
- iii. Repair of equipment installed by others
- iv. THIS CONTRACT IS NOT FOR SECURITY SYSTEM PROJECTS. Projects include system upgrades, additions, equipment replacements and/or repairs. These projects must be processed as a Public Works. D.C. Electronics Two, Inc. is a County pre-qualified contractor and can be used for public projects. See Purchasing Intranet site for details or contact a Procurement Contract Specialist (PCS).

Exhibit B. EXHIBIT B-1, PAYMENT PROVISIONS, of the Agreement is deleted in its entirety and replaced with Exhibit B-2 attached hereto and incorporated herein by reference. Exhibit B-2, Payment Provisions, is hereby added to update the currently monitored sites, customer numbers and billing cycles as well as to increase the rates by 4.3%, which does not exceed the percentage change in the Consumer Price Index – All Consumers, All Items – Greater Los Angeles, Riverside and Orange County areas ("CPI") over the preceding twelve (12) month period, in accordance with Subsection 3.2 of Section 3. Compensation of the Agreement, as set forth in EXHIBIT B-2, PAYMENT PROVISIONS, attached hereto and incorporated herein by this reference.

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED SERVICE AGREEMENT
FOR SECURITY ALARM MONITORING SERVICES BETWEEN
COUNTY OF RIVERSIDE AND D.C. ELECTRONICS TWO, INC. dba IE ALARM SYSTEMS

All references in the Agreement to Exhibit B and B-1 shall hereafter refer to Exhibit B-2.

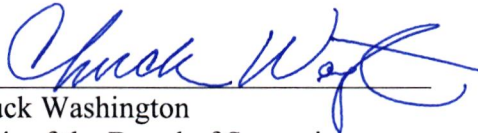
7. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
8. **Effective Date.** This Amendment No. 3 shall be effective as of July 1, 2024.
9. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
10. **Electronic Signatures.** Each party to this Amendment No. 3 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 3. The parties further agree that the electronic signatures of the parties included in this Amendment No. 2 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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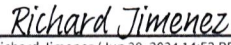
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 3.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California


By: 
Chuck Washington
Chair of the Board of Supervisors

Dated: 7/30/2024

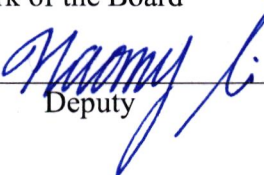
D.C. ELECTRONICS TWO, INC.,
a California corporation, dba IE
ALARM SYSTEMS

By: 
Richard Jimenez (Jun 20, 2024 14:52 PDT)
Richard Jimenez
President

Dated: 20/06/24


By: 
Debbie Swanson (Jun 20, 2024 14:49 PDT)
Debbie Kim Swanson
Controller
Dated: 20/06/24

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

Debbie Swanson

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Braden Holly
Deputy County Counsel



Purchasing and Fleet Services

Meghan Hahn, Director

Purchasing ★ Fleet ★ Central ★ Surplus

SSJ No.: (Originated via Jaggaer RivcoPro Requisition)

Amendment No.: 3

Date: Monday, June 24, 2024

From: Meghan Hahn, Director, Purchasing and Fleet Services

To: Board of Supervisors

Via: Elita Dao, Procurement Contract Specialist, on behalf of
Sean Reed, Supervising Procurement Contract Specialist

Subject: Request for Security Alarm Monitoring Services

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote Supplier Sole Source Letter Final draft agreement
- Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
- Other: Amendment No. 3 (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Supplier Name: D.C. ELECTRONICS TWO, INC. dba IE Alarm Systems Supplier ID: 000084146

2. Reason or Justification for the Amendment: Amendment No. 3 will update pricing, add clarification of maintenance services and exclusions, extend the period of performance for one-year through June 30, 2025, with an optional one-year renewal through June 30, 2026, to allow time to conduct a competitive bid solicitation for Building Alarm Monitoring Services. This is a county-wide service agreement which multiple departments utilize for alarm monitoring service. The amendment will allow services to continue without interruption or impact while procurement activities are conducted.

3. Please include the initial costs from the prior reviewed assigned SSJ in the table below:

Description:	FY <u>19/20</u>	FY <u>20/21</u>	FY <u>21/22</u>	FY <u>22/23</u>	FY <u>23/24</u>	Total
One-time Costs:	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$800,000



Purchasing and Fleet Services

Meghan Hahn, Director

Purchasing ★ Fleet ★ Central ★ Surplus

Elita J. Dao

Print Name

Elita J. Dao

Signature

6/24/2024

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psourcesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

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The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Melissa Curtis

Purchasing Agent Signature

6/27/2024

Date

24-285

Tracking Number

(Reference on Purchasing Documents)