FIRST AMENDMENT TO CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES ("the Amendment") is entered into this _____day, of _______ 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO (the "County"), and SECURITY CENTRAL, INC. authorized to do business in Colorado (the "Contractor"). The County and the Consultant are hereinafter collectively referred to as the "Parties" and individually to as a "Party."

RECITALS

WHEREAS, the Parties entered into a certain Contract (IFB #048-21) dated February 14, 2022, (the "Contract") to provide alarm monitoring services for Douglas County Facilities, with a maximum contract amount of thirty-three thousand five hundred twenty-eight dollars and ninetynine cents (\$33,528.99); and

WHEREAS, the original term is from February 1, 2022, through December 31, 2022, with automatic renewal for four consecutive one-year terms and final renewal in 2026; and

WHEREAS, based on the Term, the Parties agreed to and the County paid to the Contractor \$33,528.99 for fiscal year 2023 and \$33,528.99 for fiscal year 2024;

WHEREAS, the Parties have agreed to amend the Contract for the first time by (i) increasing the Maximum Contract Expenditure, (ii) deleting the Illegal Aliens language, and (iii) updating the scope of services and payment terms; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

WHEREAS, the Parties now have determined that additional clarifications are needed.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Paragraph 4 of the Contract is hereby amended to read:

MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is **ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND NINTEY SEVEN CENTS** (\$135,586.97). The funds appropriated for this First Amendment are **THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS** (\$35,000.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential

expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. Paragraph 10 of the Contract is hereby amended to read:

(Omitted).

- 3. Exhibit A of the Contract is hereby amended by adding the revised schedule to the scope of services contained in the attached Exhibit A-1, incorporated herein by this reference.
- 4. Exhibit B of the Contract is hereby amended by adding the payment terms contained in the attached Exhibit B-2, incorporated herein by this reference.
- 5. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this First Amendment.
- 6. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
- 7. The remainder of the Contract shall remain in full force and effect.

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Exhibit A-1 SCOPE OF WORK

EQUIPMENT AND LOCATION

COST

1) Human Services Building ~ 32,000 sf

4400 Castle Court, Castle Rock, CO 80109

Fire Monitoring \$53.00/Month
Panic Monitoring \$47.00/Month
Annual Inspections \$255.00/Annually

Install/Service for Panics only

Equipment:

- Fire alarm panel
- Simplex 4010, 33 points
- Security/Panic panel Vista 128bpt s/n 37411, 20 points

2) Philip S. Miller Building ~ 72,000 sf

100 Third Street, Castle Rock, CO 80104

Fire Monitoring \$53.00/Month
Panic Monitoring \$188.00/Month
Annual Inspections \$779.88/Annually

Equipment:

Fire Panels

- Main Building Fire alarm panel Silent Knight 5820XL, 13 points
- Miller Garage Fire alarm panel Est Quickstars, 18 points

Security/Panic Panel

- Basement Panics Vista 128bpt s/n 91107, 9 points
- 1st Floor Panics Vista 128bpt s/n 91112, 20 points
- 2nd Floor Panics Vista 128bpt s/n 91113, 6 points
- 3rd Floor Panics Vista 128bpt s/n 91109, 6 points

3) Wilcox Building ~ 45,900 sf

301 Wilcox Street, Castle Rock, CO 80104

Fire Monitoring \$53.00/Month
Panic Monitoring \$141.00/Month
Annual Inspections \$716.88/Annually

Install/Service for Panics only

Equipment:

Fire Panels

- Preaction system Simplex 4010ev
- Fire alarm panel Simplex 4010, 2 points

Security/Panic Panel @Assessors – 2nd Floor

• Vista 128bpt s/n 91142, 6 points

Security/Panic Panel @DMV – 1st Floor

• Vista 128bpt s/n 91131, 34 points

Security/Panic Panel @Veterans Affairs – Basement

• Vista 128bpt s/n 91130,6 points

4) Public Works Operations Building ~ 36,100 sf

3030 North Industrial Way, Castle Rock, CO 80109

Fire Monitoring

Equipment:

Fire Alarm Panel

• Silent Knight IFP-100, 54 Points

5) Facilities Tin Tech North Building ~ 9,000 sf

3026 North Industrial Way, Castle Rock, CO 80109

Fire Monitoring

Equipment:

Fire Alarm Panel

• Silent Knight 5280XL, 36 Points

6) Traffic Heated Storage ~ 4,500 sf

3080 North Industrial Way, Castle Rock, CO 80109

Fire Monitoring

Equipment:

Fire Alarm Panel

Notifier Firewarden 100-2, 12 points

7) Public Works Road & Bridge Operations Service Center ~ 72,588 sf

9040 Tammy Lane, Parker, CO 80134

r, CO 80134 \$212.00/Month

\$53.00/Month

\$53.00/Month

\$52.00/Month

 $Building \ A-Fire \ Monitoring \ Only$

Equipment:

- Fire Alarm Panel
- AES Radio, 7 Points
- AES Intellitap Edwards 10 series, 45 points

Building B – Fire Monitoring Only

Equipment:

- Fire Alarm Panel
- AES Radio, 6 Points
- AES Intellitap, 8

Building D – Fire Monitoring Only

Equipment:

- Fire Alarm Panel
- AES Radio, 7 Points
- AES Intellitap, 8 Points

Building E – Fire Monitoring Only

Equipment:

- Fire Alarm Panel
- AES Radio, 6 Points
- AES Intellitap, 13 Points

8) Park Meadows Center ~ 23,680 sf

9350 Heritage Hills Circle, Littleton, CO 80124

Fire Monitoring Panic Monitoring Annual Inspections

\$141.00/Month \$644.88/Annually

\$52.00/Month

Equipment:

Fire Panels

- Panel 1 Silent Knight 5820XL
- Reaction Panel Notifier RP1001, 40 Points

Security Panic/Panel

- Burglar Vista 50p-visa p ul s/n NA, 8 Points
- Basement Panics Vista 128bpt s/n 35528, 8 Points
- First Floor Panics Vista 128bpt s/n 33503, 25 Points

9) Highland Heritage Regional Park ~ 3,640 sf

9651 South Quebec Street, Littleton, CO 80130

Fire Monitoring

Equipment:

Fire Panel

• Notifier SFP102Y, 20 Points

\$53.00/Month

10) Evidence Technology Facility ~ 21,000 sf

2965 Highway 85, Castle Rock, CO 80109

Fire Monitoring

Burg and Panic Monitoring

Annual Inspection

Install/Service for Burg and Panics only

Equipment:

Fire Panel

• Notifier AFP200, 4 Points

Security/Burglar

• Vista 50P-Visa ul s/n 7575949, 39 Points

Security/Panic Panel

• Vista 128bpt s/n 39078, 7 Points

11) Clerk & Recorder Elections Office/Warehouse ~ 20,000 sf

125 Stephanie Place, Castle Rock, CO 80109

Fire Monitoring
Burg and Panic Monitoring

Annual Inspection

Install/Service for Burg and Panics Only

Equipment:

\$63.00/Month \$104.00

\$53.00/Month

\$47.00/Month

\$255.00/Annually

\$582.00/Annually

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Fire Panel

• Firelite – MS9200VD, 38 Points

Security/Burglar Panel

• Vista 50P-Visa p ul s/n 4990626

Security/Panic Panel

• Vista 128bpt s/n 44247, 7 Points

12) Highlands Ranch Sheriff's Substation ~ 35,000 sf

9250 Zotos Drive, Highlands Ranch, CO 80129

Fire Monitoring \$53.00/Month
Burg and Panic Monitoring \$94.00/Month
Annual Inspection \$349.92/Annually

Install/Service for Burg and Panics Only

Equipment: Fire Panel

- Preaction System Silent Knight 5700
- Firelite MS9600VD, 90 Points

Security/Panic Panel

• Vista 128bpt s/n 37416, 20 Points

13) Unified Metropolitan Forensics Crime Laboratory ~ 26,495 sf

8555 Double Helix Court, Englewood, CO 80112

Fire Monitoring \$53.00/Month
Burg Monitoring \$47.00/Month
Annual Inspection \$222.96/Annually

Install/Service for Burg Only

Equipment: Fire Panel

AES Radio, 19 Points AES Intellitap, 25 Points Security/Burglar Panel

Vista 128bpt s/n 56138, 16 Points

14) CSU Extension $\sim 6,600 \text{ sf}$

410 Fairgrounds Drive, Castle Rock, CO 80104

Panic Monitoring \$47.00/Month Annual Inspection \$214.92/Annually

Install/Service for Panics

Equipment:

Security/Panic Panels Vista 128bpt s/n 36224

15) Motor Vehicle Branch ~ 3,505 sf

2223 W. Wildcat Parkway, Unit G1-2, Highlands Ranch, CO 80129

Fire Monitoring \$53.00/Month Burg and Panic Monitoring \$47.00/Month **Annual Inspections**

\$287.04/Annually

Equipment:

Fire Panel

• Silent Knight SK5208, 7 Points

Security/Panic Panel

• Vista 128bpt s/n 28424, 24 Points

16) Historical Repository ~ 3,038 sf

2801 HWY 85 #106 & 107, Castle Rock, CO 80109

Burg Monitoring
Annual Inspection

Install/Service for Burg

Equipment:

Security/Burglar Panel

• Vista 128bpt s/n 97263, 14 Points

\$47.00/Month \$174.96/Annually

17) Fairgrounds

500 Fairgrounds Drive, Castle Rock, CO 80104

Events Center (Bldg A) 49,000 sf – Fire Monitoring Only \$212.00/Month Equipment:

• Silent Knight 5280XL, 34 Points

Multi-Purpose Barn (Bldg G) 12,600 sf – Fire Monitoring Only Equipment:

• Firelite MS9200, 6 Points

Indoor Arena (Bldg B) 50,000 sf – Fire Monitoring Only

Equipment:

• Firelite MS52100VD, 7 Points

Large Animal Barn (Bldg F) 34,180 sf – Fire Monitoring Only Equipment:

- AES Radio, 4 Points
- AES Intellitap, 8 Points

18) Health Department

410 Wilcox Street, Castle Rock, CO 80104

Burg Monitoring \$84.00/Monthly

19) Lansing Point

11045 Lansing Circle, Englewood, CO 80112

Panic Monitoring \$47.00/Monthly

20) Crisis Center

3185 Plaza Drive, Highlands Ranch, CO 80129

Fire Monitoring \$53.00/Monthly Alarm Monitoring \$67.00/Monthly

Exhibit B-2 METHOD OF PAYMENT

Send all invoices to Email: ffessadmin@douglas.co.us

MAILING ADDRESS:

Douglas County Facilities, Fleet & Emergency Support Services 3026 N Industrial Way, PO Box 1390 Castle Rock CO 80109

Phone: 303.660.7445

Exhibit C INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
- 2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation:** Insurance as required by the State of Colorado, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease
- 4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this Contract shall be the minimum Insurance coverage requirements and/or limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self- insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the Contractor's insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation. The Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County. The Contractor will indemnify the County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- 1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- 2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

Verification of Coverage. The Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right, but not the obligation, to review

and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Contractor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within twenty (20) days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County
Government Attn:
Risk Management
100 Third Street
Castle Rock, Colorado
80104
risk@douglas.co.us

Subcontractors. The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure the County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this Contract.

Governmental Immunity. The Parties hereto understand and agree that the County is relying on and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to the County, its commissioners, officers, officials, employees or volunteers.

Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.