

**AGREEMENT FOR SERVICES #2206
AMENDMENT 3**

This Amendment 3 to that Agreement for Services #2206, 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 DFM Associates, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10 Chrysler, Irvine, CA 92618; (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide election management software know as Election information Management System (EIMS) in accordance with Agreement for Services #2206, dated January 30, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to exercise the option to extend the agreement beginning July 1, 2018, hereby amending **Addendum Section 60-Initial Lease Term**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #2206 shall be amended a third time as follows:

Addendum 50 -Initial and Subsequent Monthly Lease Fees: is hereby amended to read as follows:

Fiscal year #5 (7/1/22 – 6/30/23) \$7,522 per month

Fiscal year #6 (7/1/23 – 6/30/24) \$7,522 per month

Fiscal year #7 thru #11 (7/1/24 – 6/30/29) \$8,049 per month

Addendum 60 -Initial Lease Term is hereby amended in its entirety to read as follows:

This Agreement shall become effective upon final execution by both parties hereto and shall continue for a term of six (6) months from the installation of the EIMS.

This Agreement may be renewed for additional fiscal years upon written agreement of the parties, and no later than ninety (90) days prior to the date this Agreement is set to terminate, and at the maximum monthly amounts as stated in Addendum Section 50, Initial and Subsequent Monthly Lease Fees, above.

The parties hereto have mutually agreed to extend the initial term of the Agreement effective July 1, 2018. This Agreement, as amended, shall cover the period of July 1, 2018, through June 30, 2029.

Total amount of this Agreement shall not exceed \$482,942.00, inclusive of all cost and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado Elections Department
PO Box 678001
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth in **ARTICLE 10 Right to Terminate or Suspend Performance**.

Article 2 is modified to read:

ARTICLE 2 INSURANCE

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.

D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.

E. Cyber Liability Insurance with a limit of not less than \$1,000,000 is required in the performance of the Agreement.

F. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

H. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

I. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

J. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

K. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

M. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

P. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

Except as herein amended, all other parts and sections of that Agreement #2206 as amended by Amendment 1 and Amendment 2 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #2206 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas
Board of Supervisors
"County"

Dated: 4/30/24

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufpuley
Deputy Clerk

Dated: 4/30/24

-- CONTRACTOR --

DFM ASSOCIATES, a California Corporation

By: Thomas G. Diebolt
Thomas G Diebolt (Apr 30, 2024 10:10 PDT)
Thomas G. Diebolt
President
"Contractor"

Dated: 04/30/2024







B - Amend 3 Agreement - 04 30 2024 El Dorado County

Final Audit Report

2024-04-30

Created:	2024-04-30
By:	Cynthia Morrison (CYNDI.MORRISON@EDCGOV.US)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvn8QPzPK203M2LoMdX3A3ruHhwwOJGg2

"B - Amend 3 Agreement - 04 30 2024 El Dorado County" History

-  Document created by Cynthia Morrison (CYNDI.MORRISON@EDCGOV.US)
2024-04-30 - 4:55:55 PM GMT - IP address: 207.104.47.251
-  Document emailed to tgdiebolt@me.com for signature
2024-04-30 - 4:56:44 PM GMT
-  Email viewed by tgdiebolt@me.com
2024-04-30 - 5:06:58 PM GMT - IP address: 172.226.7.7
-  Signer tgdiebolt@me.com entered name at signing as Thomas G Diebolt
2024-04-30 - 5:10:48 PM GMT - IP address: 98.184.237.152
-  Document e-signed by Thomas G Diebolt (tgdiebolt@me.com)
Signature Date: 2024-04-30 - 5:10:50 PM GMT - Time Source: server- IP address: 98.184.237.152
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2024-04-30 - 5:10:50 PM GMT



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