

## Siemens Industry Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #3783

**THIS FIRST AMENDMENT** to that Agreement for Services #3783 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 Siemens Industry Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 170 Wood Avenue South, Iselin, New Jersey 08830, and whose local address is: 2969 Prospect Park Drive, Suite 100, Rancho Cordova, California, 95670 (hereinafter referred to as "Contractor")

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide maintenance and testing of the Fire Alarm Systems at the Placerville Jail pursuant to Agreement for Services #3783 dated April 9, 2019, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to replace the second and third paragraphs of **ARTICLE III, Compensation for Services**, increasing the not-to-exceed compensation amount of the Agreement to \$100,000, and changing the County's invoice address;

**WHEREAS**, the parties hereto desire to update the name of the Contract Administrator by amending **ARTICLE XXIII. Administrator**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

**ARTICLE III, Compensation for Services**, second and third paragraphs of the Agreement are amended to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$100,000 inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Invoices shall be mailed to County at the following address:

County of El Dorado  
Sheriff's Office  
200 Industrial Drive  
Placerville, California 95667  
Attn.: Accounts Payable

or to such other location as County directs.

**ARTICLE XXIII, Administrator:** The County Officer or employee with responsibility for administering this Agreement is Ed Falkenstein, Captain, Sheriff's Office, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #3783 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATION CONCURRENCE:**

By: \_\_\_\_\_  
Ed Falkenstein  
Captain  
Sheriff's Office

Dated: \_\_\_\_\_

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_  
John D'Agostini  
Sheriff

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #3783 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- SIEMENS INDUSTRY, INC. --**

A DELAWARE CORPORATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Josh Fosson  
Branch General Manager  
"Contractor"