

**AGREEMENT FOR SERVICES #8382**

**THIS AGREEMENT**, 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: 3650 Industrial Blvd., Suite 100, West Sacramento, California 95691 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide maintenance and testing of the Fire Alarm Systems at the Placerville Jail and any repairs on an "as requested" basis for the Sheriff's Office; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that the work requires specialty skills and qualifications not expressly identified in County classifications in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), by El Dorado County Charter, section 210(b)(6) and/or Government Code section 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Work:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Proposal El Dorado County Sheriff's Office," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in

Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period April 1, 2024, through March 31, 2029.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Proposal El Dorado County Sheriff's Office," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$75,000, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. 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  
Sheriff's Office  
200 Industrial Drive  
Placerville, California 95667  
Attn.: Fiscal

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.



#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VI**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE VII**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Sheriff's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE VIII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE IX**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

## **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given



year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XI**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XII**

##### **Default, Termination, and Cancellation:**

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and

the balance, if any, shall be paid to Contractor upon demand.

3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
  3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

### ARTICLE XIII

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:



County of El Dorado County Sheriff's  
Office  
200 Industrial Drive  
Placerville, California 95667

Attn.: Tasha Thompson  
Captain

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Siemens Industry, Inc.  
3650 Industrial Blvd, Suite 100  
West Sacramento, California 95691-08830

Attn.: Lisa Tonis

or to such other location as Contractor directs.

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify

nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

#### **ARTICLE XVI**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor 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 Contractor is a licensed professional or professional contractor 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. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
  - J. 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.
  - K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
  - L. 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.
  - M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
  - N. 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.
  - O. 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.

## **ARTICLE XVII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XVIII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XIX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor



shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

## **ARTICLE XX**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code sections 12990 and Title 2, California Code of Regulations, section 11102.

## **ARTICLE XXI**

**California Residency (Form 590):** If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution

of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXIII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXIV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXVI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Tasha Thompson, Captain, Sheriff's Office, or successor.

#### **ARTICLE XXVII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XXVIII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital



or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXIX**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XXXI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XXXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: Tasha Thompson  
Tasha Thompson  
Captain

Date: 1/10/2024

**Requesting Department Head Concurrence:**

By: Jeff Leikauf A-1  
Jeff Leikauf  
Sheriff

Date: 1/10/24



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_

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

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

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

-- SIEMENS INDUSTRY, INC. --

By: \_\_\_\_\_  
Josh  
Fosson  
Elisa Jensen  
General Manager  
"Contractor"

Digitally signed by Josh Fosson  
DN: cn=Josh Fosson, c=US,  
o=Siemens Industry Inc.,  
email=josh.fosson@siemens.com  
Date: 2024.02.28 08:08:41 -0800

2/28/2024

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

By: \_\_\_\_\_

Name  
Corporate Secretary

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

**PROPOSAL**

El Dorado County Sheriff's Office

**PREPARED BY**

Siemens Industry, Inc. ("Siemens")

**PREPARED FOR**

El Dorado County Sheriff's Office

**DELIVERED ON**

December 12, 2023

SMART BUILDINGS

# Transforming the Everyday







# Table of Contents

- INTRODUCTION ..... 1
  - Proposal Information..... 1
  - Contact Information..... 3
- CUSTOMER OVERVIEW ..... 4
  - Executive Summary ..... 4
  - Siemens Capabilities & Customer Commitment ..... 5
- SERVICE SOLUTION ..... 6
  - Scope of Work ..... 6
  - Inventory ..... 7
  - Exclusions & Clarifications..... 8
- SERVICE IMPLEMENTATION PLAN ..... 9
  - Service Team..... 9
- TERMS AND CONDITIONS ..... 10
  - Terms and Conditions ..... 10
  - Agreement Terms for Investments ..... 11
- SIGNATURE PAGE ..... 12
  - Signature Page ..... 12
- APPENDICES ..... 13
  - Siemens Service Portfolio ..... 13
  - Appendix A: Preferred Labor Rates ..... 14

## Contact Information

Proposal #:	8472535
Date:	December 12, 2023

Sales Executive:	Lisa Tonis
Branch Address:	2969 Prospect Park Drive Suite 100 Rancho Cordova, CA 95670
Telephone:	9168499798
Email Address:	lisa.tonis@siemens.com

Customer Contact:	Tania Donnelly
Customer:	El Dorado County Sheriff's Office
Address:	300 Forni Road Placerville, CA 95667
Services shall be provided at:	El Dorado County Sherriff's Office 300 Forni Road Placerville, CA 95667



## Executive Summary

### Customer Needs

The Services proposed in this agreement are specifically designed for El Dorado County Sheriff's Office, and the services provided herein will help you in achieving your facility goals.

### Services Included

Siemens will provide the following services.

#### Service Description:

- Annual Fire Alarm Testing will be performed according to NFPA 72 Standards.
- Semi- Annual Waterflows and Tamperers will be performed.



## Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

## Scope of Work

### Fire Life Safety System Testing and/or Inspection

We will perform testing and/or inspection of the covered fire life systems identified in this agreement by certified specialists using testing protocols specified by NFPA that are required for your facility and according to the listed frequency periods. Necessary documentation detailing the results of the testing and inspection, including a list of deficiencies that are evident of being a potential fire and life safety compliance issue will be provided upon completion of the test.

In addition, the customer and Siemens understand the codes are periodically reviewed and possibly modified by local, state and national jurisdictions. If at any time the code changes which will affect the performance of the scope of work within this agreement, Siemens holds the right to negotiate with the customer in order to be duly compensated for the additional work required.



## Inventory

- 1- Fire Alarm Control Panel
- 1- Printer
- 1- Annunciator
- 10- Conventional Duct Smoke Detectors
- 258- Smoke Detectors
- 13- Heat Detectors
- 6- Pull Stations
- 7- Waterflows
- 11- Tamper
- 1- Dialer
- 10- Speakers/Horn Strobes
- 10- Strobes



## Exclusions & Clarifications

### Clarifications:

Siemens will clean smoke detectors annually.

A lift is included for (1) day only if needed.

### Exclusions:

This service agreement is for fire alarm testing only. All other fire systems are NOT included in this contract.

Air Differential Testing is excluded from this contract.

Siemens is not responsible for weekly, monthly, or semi-annual visual inspections of the fire alarm system and devices.

## Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

### Your Assigned Team of Service Professionals will include:

**Lisa Tonis - Fire Service Sales Representative** (916) 849-9798- [Lisa.tonis@siemens.com](mailto:Lisa.tonis@siemens.com) manages the overall strategic service plan based upon your current and future service requirements.

**Will Gan- Service Operations Manager** is responsible for managing the delivery of your entire support program and service requirements.

**Hilda Bojorquez - Client Services Manager** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

**Sheila Lepisi - Service Coordinator** is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.



## Terms and Conditions

**Terms and Conditions (Click to download)**

[Terms & Conditions](#)

([www.siemens.com/standard-terms-service](http://www.siemens.com/standard-terms-service))

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.



## Agreement Terms for Investments

Services shall be provided at:

300 Forni Road Placerville, CA 95667

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 5 Periods beginning April 1, 2024. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Apr 1,2024 - Mar 31,2025	Annually (In Advance)	\$9,163.00
2	Apr 1,2025 - Mar 31,2026	Annually (In Advance)	\$9,667.00
3	Apr 1,2026 - Mar 31,2027	Annually (In Advance)	\$10,199.00
4	Apr 1,2027 - Mar 31,2028	Annually (In Advance)	\$10,760.00
5	Apr 1,2028 - Mar 31,2029	Annually (In Advance)	\$11,352.00
Multi-Period Investment Total			\$51,141.00

### Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.



## Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Apr 1,2024 - Mar 31,2025	Annually (In Advance)	\$9,163.00
2	Apr 1,2025 - Mar 31,2026	Annually (In Advance)	\$9,667.00
3	Apr 1,2026 - Mar 31,2027	Annually (In Advance)	\$10,199.00
4	Apr 1,2027 - Mar 31,2028	Annually (In Advance)	\$10,760.00
5	Apr 1,2028 - Mar 31,2029	Annually (In Advance)	\$11,352.00

### Proposed by:

Siemens Industry, Inc.

\_\_\_\_\_  
Company

Lisa Tonis

\_\_\_\_\_  
Name

8472535

\_\_\_\_\_  
Proposal #

\$51,141.00

\_\_\_\_\_  
Proposal Amount

December 12, 2023

\_\_\_\_\_  
Date

### Accepted by:

El Dorado County Sheriff's Office

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

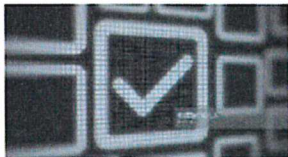
\_\_\_\_\_  
Purchase Order #  PO for billing/pmnt only  PO not required



# Siemens Service Portfolio

## Advisory and Performance Services

**SIEMENS**  
"F" "o" / fa-;



**Management & Sustainability**

Maximize the efficiency of your systems performing all the best, all the time and intended to improve the performance of your systems.

Optimize the performance and security of your systems.

Full lifecycle management of your systems.

Reduce operational costs.

Facility management planning and execution.

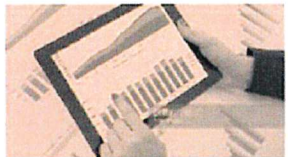
Performance monitoring and reporting.

Regulation and compliance.

Provision of services and support.

Documentation and reporting.

Immediate response and support.



**Optimization & Productivity**

Improve the performance and productivity of your systems.

Enhance the performance and productivity of your systems.

Optimize the performance and productivity of your systems.

Improve the performance and productivity of your systems.

Enhance the performance and productivity of your systems.

Optimize the performance and productivity of your systems.

Improve the performance and productivity of your systems.



**Process Lifecycle Investment**

Invest in the performance and productivity of your systems.

Enhance the performance and productivity of your systems.

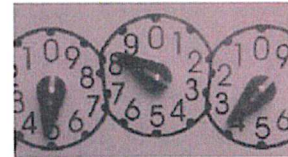
Optimize the performance and productivity of your systems.

Improve the performance and productivity of your systems.

Enhance the performance and productivity of your systems.

Optimize the performance and productivity of your systems.

Improve the performance and productivity of your systems.



**Energy Management & Sustainability**

Manage the energy consumption and sustainability of your systems.

Enhance the performance and productivity of your systems.

Optimize the performance and productivity of your systems.

Improve the performance and productivity of your systems.

Enhance the performance and productivity of your systems.

Optimize the performance and productivity of your systems.

Improve the performance and productivity of your systems.

**Digital Services**

## Appendix A: Preferred Labor Rates

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Please note: Rates shown are for the period referenced above and are subject to change.

<b>Standard Labor Rates:</b>	<b>Straight Time (M-F 8 AM to 5 PM) excl. Holidays</b>	<b>Regular Overtime (M-F 5 PM to 8 AM, &amp; Sat) excl. Holidays</b>	<b>Sundays &amp; Holidays</b>
<b>Automation Specialist</b>	\$351.00	\$527.00	\$702.00
<b>Fire Technician</b>	\$309.00	\$464.00	\$618.00
<b>Security Specialist</b>	\$281.00	\$422.00	\$562.00
<b>Fire Sprinkler Fitter</b>	\$338.00	\$507.00	\$676.00
<b>Client Service Manager</b>	\$358.00	\$537.00	\$716.00
<b>HVAC Mechanic</b>	\$347.00	\$521.00	\$694.00

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below:

<b>Preferred (Contract) Labor Rates:</b>	<b>Straight Time (M-F 8 AM to 5 PM) excl. Holidays</b>	<b>Regular Overtime (M-F 5 PM to 8 AM, &amp; Sat) excl. Holidays</b>	<b>Sundays &amp; Holidays</b>
<b>Automation Specialist</b>	\$281.00	\$422.00	\$562.00
<b>Fire Technician</b>	\$247.00	\$371.00	\$494.00
<b>Security Specialist</b>	\$264.00	\$396.00	\$528.00
<b>Fire Sprinkler Fitter</b>	\$270.00	\$405.00	\$540.00
<b>Client Service Manager</b>	\$288.00	\$432.00	\$576.00
<b>HVAC Mechanic</b>	\$278.00	\$417.00	\$556.00

• A trip charge will be added to all service calls; \$120 - contract customers, \$145 - non-contract customers.

• Parts will be charged at the standard published rate for non-contract customers and at the discounted rate for contract customers.

• An On-site Support Fee of \$50 will be charged on any service call with installed or replaced parts. (Includes welding supplies, safety equipment, cleaning materials and other assorted items)

- Remote Technical Support Fee of \$40 will be charged on remote only service calls. This fee covers the costs associated with delivering this premium service to customers, enabling quicker response and resolution.
- Non-Contract Customer Billing Rates: Remote service order resolved under 2-hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Onsite service order resolved under 4-hour, minimum billing 4 hours, resolved in greater than 4 hours, billed at actual time. Combined Remote and onsite (not resolved by remote and required on site visit to complete) combine remote AND onsite time, minimum billing of 4 hours or actual time if over 4 hours.
- Contract Customer Billing Rates: Remote service order resolved under 2 hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Onsite service order resolved under 2- hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Combined Remote and onsite (not resolved by remote and required on site visit to complete) combine remote AND onsite time, minimum billing of 2 hours or actual time if over 2 hours.
- Rates effective 10/1/2023 and are subject to change.)



(SIEMENS INDUSTRY, INC.)

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

2/28/2024

\_\_\_\_\_

Date

Siemens Industry Inc.

\_\_\_\_\_

Type or write name of company

Josh Fosson

Digitally signed by Josh Fosson  
DN: cn=Josh Fosson, c=US,  
o=Siemens Industry Inc.,  
email=josh.fosson@siemens.com  
Date: 2024.02.28 08:10:45 -0800

\_\_\_\_\_

Signature of authorized individual

Josh Fosson

\_\_\_\_\_

Type or write name of authorized individual