

CONTRACT ROUTING SHEET

Date Prepared: 07/19/12

Need Date: August 1, 2012

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
 Dept. Contact: Linda Silacci-Smith *js*
 Phone #: x5417
 Department
 Head Signature: *[Signature]*

CONTRACTOR:

Name: Hangtown Fire Control
 Address: P.O. Box 1832
 Diamond Springs, CA 95619
 Phone: (530) 626-6243

RECEIVED
 HUMAN RESOURCES DEPT.
 JUL 26 PM 5:05

CONTRACTING DEPARTMENT: County-wide

Service Requested: Fire Extinguisher Purchase/Maintenance

Contract Term: 4 years

Contract Value:

\$125,000.00

Compliance with Human Resources requirements?

Yes:

No:

Compliance verified by:

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:

Disapproved:

Date:

By:

Approved: *X*

Disapproved:

Date: 7/26/12

By: *[Signature]*

Please incorporate minor revisions
 revisions incorporated 7/30/12 *js*

EL DORADO COUNTY COUNSEL
 JUL 26 AM 7:58

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: *✓*

Disapproved:

Date: 7/27/12

By: *[Signature]*

Approved:

Disapproved:

Date:

By:

RISK MANAGER
EL DORADO COUNTY

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:

Approved:

Disapproved:

Date:

By:

Approved:

Disapproved:

Date:

By:

ORIGINAL

AGREEMENT FOR SERVICES #280-S1010

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Jon E. Schleicher, a sole proprietor doing business as Hangtown Fire Control, duly qualified to conduct business in the State of California, whose principal place of business is 331-1 Industrial Drive, Placerville, California 95667, (Mailing: Post Office Box 1832, Diamond Springs, California 95619) (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide fire suppression extinguisher services County-wide; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

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

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary for the provision of fire suppression extinguisher services for all County operated facilities. Services shall include, but not be limited to, providing hydrostatic testing, replacement parts, all preventative maintenance services, and/or fire suppression chemical recharges as required by all applicable codes and regulations.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three years from the date of execution hereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "A", marked "New Extinguishers" and Exhibit "B", marked "Maintenance and Services Portable Extinguishers", both incorporated herein and made part by reference hereof. Contractor shall bill departments directly for service of leased facilities and bill the Department of Transportation Facilities Maintenance Division for owned facilities. The total amount of this Agreement shall not exceed \$57,470.00.

ARTICLE IV

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "C", which is incorporated herein for all intents and purposes.

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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

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 VIII

Independent Contractor/Liability: 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 terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement 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 upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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.

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ARTICLE XI

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 addressed as follows:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
AATTN: GAYLE ERBE-HAMLIN

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

HANGTOWN FIRE CONTROL
POST OFFICE BOX 1832
DIAMOND SPRINGS, CA 95619
ATTN: JON E. SCHLEICHER, OWNER

Or to such other location as the Contractor directs.

ARTICLE XII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence 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 California Civil Code Section 2778.

ARTICLE XIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above 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 the 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 the 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, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the 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 the 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

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ARTICLE XVI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

County Business License: 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 Code Section 5.08.070.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Bonnie H. Rich, Sr. Department Analyst, Chief Administrative Office, or successor.

ARTICLE XXI

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 to the obligations set forth herein.

ARTICLE XXII

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

ARTICLE XXIII

Venue: 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 XXIV

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: Bonnie H. Rich Dated: 4/1/10
Bonnie H. Rich
Sr. Department Analyst
Chief Administrative Office

Requesting Department Head Concurrence:

By: Gayle Erbe-Hamlin Dated: 4/7/10
Gayle Erbe-Hamlin
Chief Administrative Officer

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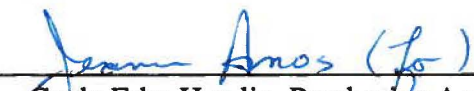
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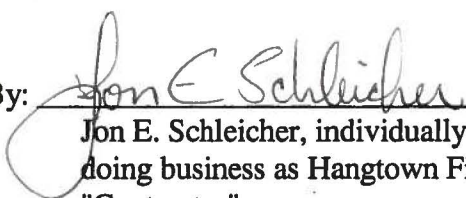
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Gayle Erbe-Hamlin, Purchasing Agent
Chief Administrative Office
"County"

Dated: 4/22/2010

--CONTRACTOR--

By: 
Jon E. Schleicher, individually and
doing business as Hangtown Fire Control
"Contractor"

Dated: 4/13/2010

EXHIBIT "A"

NEW EXTINGUISHERS

TYPE					
ABC Dry Chemical		Size & Description	U/L		
Type					
2.5 # ABC		Chromè	1A10BC	Each	\$145.00
2.5# ABC		With vehicle bracket	1A10BC	Each	\$40.65
5# ABC		Wall Mount	3A40BC	Each	\$59.75
5# ABC		With vehicle bracket	3A40BC	Each	\$72.15
10 # ABC		Wall Mount	4A60BC	Each	\$94.25
20# ABC		Wall Mount	20A120BC	Each	\$185.00
BC Dry Chemical		Size & Description	U/L		
2.5# BC		With Vehicle Bracket	10BC	Each	\$51.15
5.5# BC		Wall Mount	40BC	Each	\$74.25
"K" Extinguisher (kitchen type)		Size & Description	U/L		
6 Liter		With wall mount	2A1BCK	Each	\$210.00
Halon		Size & Description	U/L		
Type					
2.5#		With vehicle bracket	5BC	Each	\$145.00
Carbon Dioxide		Size & Description	U/L		
Type					
322	5#	New	5BC	Each	\$173.00
330	10#	New	10BC	Each	\$239.00

331	15#	New	15BC	Each	\$279.00
332	20#	New	20BC	Each	\$339.00
Water/AFFF					
Type		Size & Description	U/L		
240 2.5 Gal		Water-Stainless Steel	2A	Each	\$133.00
6 Liter A.F.F.F				Each	\$178.50

EXHIBIT "B"

HANGTOWN FIRE CONTROL

2/6/2008 14:46

MAINTENANCE AND SERVICES PORTABLE EXTINGUISHERS:

Monthly Checks:

Monthly check of fire extinguishers for county owned and leased facilities.
Exception: Juvenile Hall

\$1,341.00

Annual Inspections:

(All fire extinguishers on the monthly listing, Exhibit)

Any size any type

Per
Unit

\$9.50

Hydrostatic Testing Portable Extinguishers:

12 Year inspection required by law beginning 12 years from date of
manufacturer or last 12 year test *

Per
Unit

\$15.00

5 year CO2 Test *

Per
Unit

\$20.00

12 Year Halon *

Per
Unit

\$25.00

Halon Teardown:

6 Year Halon Testing *
(plus Halon valve stem \$9.75)

\$25.00

\$9.75

\$34.75

Portable Extinguisher Recharge:

Recharge unit after it has been discharged *

\$10.00

Minimum Service Call \$25.00 over and above scheduled services
Trip Charge for South Lake Tahoe \$75.00

* At time of testing, or use of the unit, the Chemical must be replaced with new Chemical, for all units. Other materials to reassemble the extinguisher and put it back into service maybe required during testing, or use of the unit such as, but not limited to valve stem, "o" ring, gauge, etc. See parts and materials price list.

PARTS & MATERIALS

Extinguishers

ABC, D, PK & BC Chemical	Per Lb.	\$4.50
CO2	Per Lb.	\$1.50
Halon 1211 Agent	Per Lb.	\$32.50
Pin	Each	\$1.25
Nozzle	Each	\$3.95
Gauge	Each	\$6.25
Hose	Each	\$10.00
Valve Stem (Common)	Each	\$6.50
Valve Stem Halon	Each	\$7.75
Wall Mounts (Common)	Each	\$5.00
Wall Mounts for 10# units	Each	\$10.00
"O" rings	Each	\$1.00
Handle	Each	\$5.75
Fire Extinguisher Arrow Signs	Small Each	\$5.00
Clip and Strap	Each	\$5.00
Fire Extinguisher Arrow Signs	Each	\$5.00
Specialty Signs	Each	\$15.00
Brass Cabinet Lock	Each	\$5.00

EXHIBIT "C"
HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:

- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:
 - (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:

- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
- B. Use reasonable and appropriate safeguards to prevent use or

disclosure of PHI other than as provided for by this Business Associate Agreement.

- C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
- H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or "pings".
- I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
- J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).

4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
 - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. Contractor shall retain no copies of the PHI.
 - (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. **HIPAA Business Associate Indemnity**

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of

this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts - any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: 4/13/2010

Dated: _____

Signed: Jon E. Schleicher
Jon E. Schleicher
Owner
Hangtown Fire Control

Signed: _____
Gayle Erbe-Hamlin
Purchasing Agent

ORIGINAL

**AGREEMENT FOR SERVICES #280-S1010
AMENDMENT I**

This First Amendment to that Agreement for Services #280-S1010, 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"), Jon E. Schleicher, a sole proprietor, doing business as Hangtown Fire Control, now operating as Hangtown Fire Control, Inc. a California Corporation, duly qualified to conduct business in the State of California, whose principle place of business is 331-1 Industrial Drive, Diamond Springs, CA 95619 (Mailing: Post Office Box 1832 Diamond Springs, California 95619); (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, John E. Schleicher, dba Hangtown Fire Control has been engaged by County to provide fire suppression extinguisher services County-wide, in accordance with Agreement for Services #280-S1010, dated April 22, 2010, incorporated herein and made by reference a part hereof.

WHEREAS, Jon E. Schleicher doing business as Hangtown Fire Control incorporated effective July 20, 2010; and

WHEREAS, Jon E. Schleicher, a sole proprietor, doing business as Hangtown Fire Control, now operating as Hangtown Fire Control, Inc. have requested that the County accept work under the Agreement by Hangtown Fire Control; and

WHEREAS, Jon E. Schleicher, a sole proprietor, doing business as Hangtown Fire Control, now operating as Hangtown Fire Control, Inc., acknowledges and agrees that all existing indemnity and insurance obligations will remain in full force and effect for the duration of the Agreement for Services 280-S1010, and as thereafter required by the Agreement; and

WHEREAS, Jon E. Schleicher, a sole proprietor, doing business as Hangtown Fire Control, now operating as Hangtown Fire Control, Inc. will assume all Contractor's duties, responsibilities and obligations under the Agreement, including providing outstanding duties and responsibilities associated with providing fire suppression extinguisher services County-wide on an "as requested" basis under the terms and conditions of Agreement for Services 280-S1010; and

WHEREAS, County will accept this Amendment I on condition that Jon E. Schleicher, a sole proprietor, doing business as Hangtown Fire Control, now operating as Hangtown Fire Control, Inc. fulfill the terms and conditions of this Amendment I, and the original Agreement for Services #280-S1010.

NOW, THEREFORE, the parties agree to the assignment of the subject Agreement from Jon E. Schleicher, a sole proprietor, doing business as Hangtown Fire Control, now operating as Hangtown Fire Control, Inc., effective April 22, 2010, and that Hangtown Fire Control Inc., assumes all duties, covenants and obligations of the Contractor under this Agreement and is responsible for executing the work after the effective date, in accordance with all terms and conditions as defined in the original Agreement for Services #280-S1010; and that Jon E. Schleicher, a sole proprietor, doing business as Hangtown Fire Control, shall remain liable, jointly and severally, for all work performed prior to the effective date, and further agrees that all indemnity and insurance obligations remain in full force and effect as stated herein above.

Except as herein amended, all other parts and sections of Service Agreement #280-S1010 shall remain unchanged and in full force and effect.

WHEREAS, the parties hereto agree to amend the Agreement to reflect the include vehicles and to amend **ARTICLE I – Scope of Services**; and

WHEREAS, the parties hereto mutually agree to increase the total amount of the Agreement, hereby amending **ARTICLE III – Compensation**; and

WHEREAS, the parties hereto agree to amend the Agreement to reflect this change in business structure and to amend **ARTICLE XI – Notice to Parties** to conform the Agreement; and

WHEREAS, the parties hereto hereby agree to amend **ARTICLE XXI – Administrator**.

WHEREAS, the parties hereto mutually agree to revise Exhibit “B”, incorporate new Exhibit “B-1”; and

NOW, THEREFORE, the parties agree that Agreement for Services #280-S1010 shall be amended a first time to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary for the provision of fire suppression extinguisher services for all County operated facilities and vehicles. Services shall include, but not be limited to, providing hydrostatic testing, replacement parts, all preventative maintenance services, and/or fire suppression chemical recharges as required by all applicable codes and regulations.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rates shall be in accordance with Exhibit "A", marked "New Extinguishers" and Exhibit "B", marked "Maintenance and Services Portable Extinguishers", and Exhibit "B-1" marked "El Dorado County Owned Buildings Needing Monthly Checks", incorporated herein and made part by reference hereof. Contractor shall bill departments directly for service of leased facilities and bill the Department of Transportation Facilities Maintenance Division for owned facilities. The total amount of this Agreement, as amended, shall not exceed \$60,318.00.

ARTICLE XI

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 addressed as follows:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: LINDA SILACCI-SMITH, SR. DEPARTMENT ANALYST

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

HANGTOWN FIRE CONTROL, INC.
POST OFFICE BOX 1832
DIAMOND SPRINGS, CA 95619
ATTN: JON E. SCHLEICHER, PRESIDENT

Or to such other location as the Contractor directs.

ARTICLE XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Linda Silacci-Smith, Sr. Department Analyst, Chief Administrative Office, Procurement and Contracts Division, or successor.

Except as herein amended, all other parts and sections of this Agreement for Services #280-S1010 shall remain unchanged and in full force and effect.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:


By:  Dated: 5/22/12
Linda Silacci-Smith, Sr. Department Analyst
Chief Administrative Office


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #280-S0101 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 5/22/12
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

By:  Dated: 5/21/12
Jon E. Schleicher, President
Hangtown Fire Control, Inc.
"Contractor"

By:  Dated: 5/21/12
Corporate Secretary

ljs


280-S1010 AMD 1

EXHIBIT "A"

NEW EXTINGUISHERS

TYPE					
ABC Dry Chemical Type		Size & Description	U/L		
2.5 # ABC		Chrome	1A10BC	Each	\$145.00
2.5# ABC		With vehicle bracket	1A10BC	Each	\$40.65
5# ABC		Wall Mount	3A40BC	Each	\$59.75
5# ABC		With vehicle bracket	3A40BC	Each	\$72.15
10 # ABC		Wall Mount	4A60BC	Each	\$94.25
20# ABC		Wall Mount	20A120BC	Each	\$185.00
BC Dry Chemical		Size & Description	U/L		
2.5# BC		With Vehicle Bracket	10BC	Each	\$51.15
5.5# BC		Wall Mount	40BC	Each	\$74.25
"K" Extinguisher (kitchen type)		Size & Description	U/L		
6 Liter		With wall mount	2A1BCK	Each	\$210.00
Halon Type		Size & Description	U/L		
2.5#		With vehicle bracket	5BC	Each	\$145.00
Carbon Dioxide Type		Size & Description	U/L		
322	5#	New	5BC	Each	\$173.00
330	10#	New	10BC	Each	\$239.00
331	15#	New	15BC	Each	\$279.00
332	20#	New	20BC	Each	\$339.00
Water/AFFF Type		Size & Description	U/L		
240 2.5 Gal		Water-Stainless Steel	2A	Each	\$133.00
6 Liter A.F.F.F				Each	\$178.50

EXHIBIT "B"

HANGTOWN FIRE CONTROL, INC.

MAINTENANCE AND SERVICES PORTABLE EXTINGUISHERS:

Monthly Checks:			
Monthly check of fire extinguishers for county owned and leased facilities. Exception: Juvenile Hall			\$1,341.00
Annual Inspections: (All fire extinguishers on the monthly listing, Exhibit B-1)			
Any size any type	Per Unit		\$9.50
Hydrostatic Testing Portable Extinguishers:			
12 Year inspection required by law beginning 12 years from date of manufacturer or last 12 year test *	Per Unit		\$15.00
5 year CO2 Test *	Per Unit		\$20.00
12 Year Halon *	Per Unit		\$25.00
Halon Teardown:			
6 Year Halon Testing *		\$25.00	
(plus Halon valve stem \$9.75)		<u>\$9.75</u>	
		\$34.75	
Portable Extinguisher Recharge:			
Recharge unit after it has been discharged *			\$10.00

Minimum Service Call \$25.00
 Trip Charge for South Lake Tahoe \$75.00
 (excludes monthly and annual services)

* At time of testing, or use of the unit, the Chemical must be replaced with new Chemical, for all units.
 Other materials to reassemble the extinguisher and put it back into service maybe required during testing, or use of the unit such as, but not limited to valve stem, "o" ring, gauge, etc. See parts and materials price list.

PARTS & MATERIALS

Extinguishers

ABC, D, PK & BC Chemical	Per Lb.	\$4.50
CO2	Per Lb.	\$1.50
Halon 1211 Agent	Per Lb.	\$32.50
Pin	Each	\$1.25
Nozzle	Each	\$3.95
Gauge	Each	\$6.25
Hose	Each	\$10.00
Valve Stem (Common)	Each	\$6.50
Valve Stem Halon	Each	\$7.75
Wall Mounts (Common)	Each	\$5.00
Wall Mounts for 10# units	Each	\$10.00
"O" rings	Each	\$1.00
Handle	Each	\$5.75
Fire Extinguisher Arrow Signs	Small Each	\$5.00
Clip and Strap	Each	\$5.00
Fire Extinguisher Arrow Signs	Each	\$5.00
Specialty Signs	Each	\$15.00
Brass Cabinet Lock	Each	\$5.00

EXHIBIT "B-1"

El Dorado County Owned Buildings Needing Monthly Checks Revised 03/04/2008

Site	Address	#	Cost
District Attorney	515 Main St.	(5)	\$20.00
District Attorney	525 Main St.	(3)	\$12.00
Superior Court	495 Main St.	(12)	\$45.00
Health Admin.	941 Spring St. #3&4	(2)	\$ 8.00
Health Building	931 Spring St.	(7)	\$28.00
Health Promotions	929 Spring St	(2)	\$8.00
Human Services	937 Spring St	(5)	\$20.00
Mental Health-Psych	935-B Spring St.	(5)	\$20.00
Senior Daycare	935-A Spring St.	(3)	\$12.00
Senior Nutrition	937 Spring St.	(6)	\$24.00
Weatherization	937 Spring St.	(5)	\$20.00
Library-Cameron Park	2500 Country Club Dr.	(4)	\$16.00
Superior Court-CP	3321 Cameron Park Dr.	(3)	\$12.00
Library-EDH	7455 Silva Valley Road	(6)	\$24.00
EDH-Senior Center	990 Lassen Drive	(7)	\$28.00
Agriculture Building	311 Fair Lane	(9)	\$27.00
Building A	330 Fair Lane	(26)	\$78.00
Building B	360 Fair Lane	(28)	\$84.00
Bldg. B Outside Boiler	Ray Lawyer Dr.	(1)	\$25.00
Facilities	3000 Fairlane Ct.	(10)	\$30.00
Library-Pollock Pines	3210 Pony Express Tr.	(1)	\$25.00
South Lake Tahoe			
Animal Control	Shakori Blvd. Lot 1	(4)	\$25.00
Court House	1354 Johnson Blvd.	(11)	\$33.00
Sheriff's Office	1360-100 Johnson Blvd.	(4)	\$16.00
El Dorado Center	3368 Lake Tahoe Blvd.	(17)	\$51.00
Government Center	1357 Johnson Blvd.	(16)	\$48.00
Juv. Hall SLT	1041 Al Tahoe Blvd.	(11)	\$36.00
Library	1000 Rufus Allen	(4)	\$16.00
Trip Charge			\$150.00
Building C	2850 Fairlane Ct.	(30)	\$90.00
Library-Main	345 Fair Lane	(21)	\$63.00
Sheriff's Department	300 Fair Lane	(13)	\$39.00
Veterans Hall	130 Placerville Dr	(8)	\$32.00
Fleet Management	2443 Headington Rd.	(11)	\$66.00
Juvenile Hall	295& 299 Fairlane	(4)	\$16.00
Greenwood Cmty Cntr.	4411 Highway 193	(3)	\$25.00
Pioneer Park	Fairplay Rd.	(4)	\$25.00
Museum	104 Forni Rd.	(11)	\$44.00
Total Extinguishers	(322)	Total Cost Per Month	\$1,341.00

ORIGINAL

**AGREEMENT FOR SERVICES #280-S1010
AMENDMENT II**

This Amendment II to that Agreement for Services #280-S1010, 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 Hangtown Fire Control, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 331-1 Industrial Drive (Mailing P.O. Box 1832), Diamond Springs, CA 95619 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide fire suppression extinguisher services County-wide, in accordance with Agreement for Services #280-S1010, dated April 22, 2010, and Amendment I, dated May 22, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the **ARTICLE I – Scope of Services** and **ARTICLE III – Compensation for Services** of said Agreement, and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #280-S1010 shall be amended a second time as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary for the provision of fire suppression extinguisher services for all County operated facilities and vehicles. Services shall include, but not be limited to, providing hydrostatic testing, replacement parts, all preventative maintenance services, and/or fire suppression chemical recharges as required by all applicable government codes and regulations. Facilities are listed in Exhibit "3" marked "Facilities To Be Checked Monthly-Amendment II", incorporated herein and made by reference a part hereof. Exhibit "3" may be revised, at the sole discretion of the Contract Administrator, without written approval from Contractor.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying services rendered.

For the purposes of this Agreement, for the period of April 22, 2010 through May 21, 2012, the billing rates shall be in accordance with Exhibit "A" to the original Agreement, marked "New Extinguishers", Exhibit "B" to the original Agreement marked "Maintenance and Services Portable Extinguishers", and Exhibit "B-1" to the original Agreement marked "El Dorado County Owned Buildings Needing Monthly Checks", all of which are incorporated herein and made part by reference hereof. Contractor shall bill departments directly for service of leased facilities and bill the Department of Transportation Facilities Maintenance Division for owned facilities.

For the period of May 22, 2012 through April 21, 2013, the billing rates shall be in accordance with the Exhibit "1", marked "New Extinguishers-Amendment II", Exhibit "2" marked "Maintenance and Services Portable Extinguishers-Amendment II", and Exhibit "3", marked "Facilities To Be Checked Monthly-Amendment II", all of which are incorporated herein and made part by reference hereof. Invoices shall be submitted to the following address:


County of El Dorado
Chief Administrative Office
Facilities Administration Division
330 Fair Lane
Placerville, CA 95667

Invoices shall include the address of the facility serviced.

The total amount of this Agreement, as amended, shall not exceed \$60,318.00.

Except as herein amended, all other parts and sections of that Agreement #280-S1010 shall remain unchanged and in full force and effect.


Requesting Contract Administrator Concurrence:

By: 
Linda Silacci-Smith,
Sr. Department Analyst
Chief Administrative Office

Dated: 7/12/12


IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #280-S1010 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: 7/18/12

-- CONTRACTOR --

By: 
Jon E. Schleicher, President
Hangtown Fire Control, Inc.
"Contractor"

Dated: 7/16/12

By: 
Corporate Secretary

Dated: 7/16/12

ljs 

280-S1010 AMD II

EXHIBIT "1"

NEW EXTINGUISHERS- AMENDMENT II

ABC Dry Chemical Type		Size & Description	U/L	Unit	Price
2.5 # ABC		Chrome	1A10BC	Each	\$145.00
2.5# ABC		With vehicle bracket	1A10BC	Each	\$40.65
5# ABC		Wall Mount	3A40BC	Each	\$59.75
5# ABC		With vehicle bracket	3A40BC	Each	\$72.15
10# ABC		Wall Mount	4A60BC	Each	\$94.25
20# ABC		Wall Mount	20A120BC	Each	\$185.00
BC Dry Chemical		Size & Description	U/L	Unit	Price
2.5# BC		With Vehicle Bracket	10BC	Each	\$51.15
5.5# BC		Wall Mount	40BC	Each	\$74.25
"K" Extinguisher (kitchen type)		Size & Description	U/L	Unit	Price
6 Liter		With wall mount	2A1BCK	Each	\$210.00
Halon Type		Size & Description	U/L	Unit	Price
2.5#		With vehicle bracket	5BC	Each	\$145.00
Carbon Dioxide Type		Size & Description	U/L	Unit	Price
322	5#	New	5BC	Each	\$173.00
330	10#	New	10BC	Each	\$239.00
331	15#	New	15BC	Each	\$279.00
332	20#	New	20BC	Each	\$339.00
Water/AFFF Type		Size & Description	U/L	Unit	Price
240 2.5 Gal		Water-Stainless Steel	2A	Each	\$133.00
6 Liter A.F.F.F				Each	\$178.50
Hazardous Materials Charge for					
Shipped Extinguishers				Each Package	\$25.00
Freight Charges				Each Package	\$35.00

EXHIBIT "2"

HANGTOWN FIRE CONTROL, INC.

MAINTENANCE AND SERVICES PORTABLE EXTINGUISHERS-AMENDMENT II:

Annual Inspections:		
Any size any type	Per Unit	\$9.50
Hydrostatic Testing Portable Extinguishers:		
12 Year inspection required by law beginning 12 years from date of manufacturer or last 12 year test*	Per Unit	\$15.00
5 year CO2 Test *	Per Unit	\$20.00
12 Year Halon *	Per Unit	\$25.00
Halon Teardown:		
6 Year Halon Testing *	\$25.00	
(plus Halon valve stem \$9.75)	<u>\$9.75</u>	
	\$34.75	
Portable Extinguisher Recharge:		
Recharge unit after it has been discharged *		\$10.00
Minimum Service Call \$25.00 Trip Charge for South Lake Tahoe \$75.00 (excludes monthly and annual services)		
* At time of testing, or use of the unit, the Chemical must be replaced with new Chemical, for all units. Other materials to reassemble the extinguisher and put it back into service maybe required during testing, or use of the unit such as, but not limited to valve stem, "o" ring, gauge, etc. See parts and materials price list.		

PARTS & MATERIALS**Extinguishers**

-

ABC, D, PK & BC Chemical	Per Lb.	\$4.50
CO2	Per Lb.	\$1.50
Halon 1211 Agent	Per Lb.	\$32.50
Pin	Each	\$1.25
Nozzle	Each	\$3.95
Gauge	Each	\$6.25
Hose	Each	\$10.00
Valve Stem (Common)	Each	\$6.50
Valve Stem Halon	Each	\$7.75
Wall Mounts (Common)	Each	\$5.00
Wall Mounts for 10# units	Each	\$10.00
"O" rings	Each	\$1.00
Handle	Each	\$5.75
Clip and Strap	Each	\$5.00
Fire Extinguisher Arrow Signs (Small or Regular Size)	Each	\$5.00
Specialty Signs	Each	\$15.00
Brass Cabinet Lock	Each	\$5.00

EXHIBIT “3”

Facilities to Receive Monthly Checks – Effective May 22, 2012 AMENDMENT II

Site	Address	#	Cost
Agriculture Building	311 Fair Lane	(9)	\$ 27.00
Bldg. B Outside Boiler	Ray Lawyer Dr.	(1)	\$ 25.00
Building A	330 Fair Lane	(26)	\$ 78.00
Building B	360 Fair Lane	(28)	\$ 84.00
Building C	2850 Fairlane Ct.	(30)	\$ 90.00
District Attorney	515 Main St.	(5)	\$ 20.00
District Attorney	525 Main St.	(3)	\$ 12.00
EDH-Senior Center	990 Lassen Drive	(7)	\$ 28.00
Facilities	3000 Fairlane Ct.	(10)	\$ 30.00
Fleet Management	2443 Headington Rd.	(11)	\$ 66.00
Greenwood Cmty Cntr.	4411 Highway 193	(3)	\$ 25.00
Health Admin.	941 Spring St. #3&4	(2)	\$ 8.00
Health Building	931 Spring St.	(7)	\$ 28.00
Health Promotions	929 Spring St	(2)	\$ 8.00
Human Services	937 Spring St	(5)	\$ 20.00
Juvenile Hall	295& 299 Fairlane	(4)	\$ 16.00
Library-Cameron Park	2500 Country Club Dr.	(4)	\$ 16.00
Library-EDH	7455 Silva Valley Road	(6)	\$ 24.00
Library-Main	345 Fair Lane	(21)	\$ 63.00
Library-Pollock Pines	3210 Pony Express Tr.	(1)	\$ 25.00
Mental Health-Psych	935-B Spring St.	(5)	\$ 20.00
Museum	104 Forni Rd.	(11)	\$ 44.00
Pioneer Park	Fairplay Rd.	(4)	\$ 25.00
Senior Daycare	935-A Spring St.	(3)	\$ 12.00
Senior Nutrition	937 Spring St.	(6)	\$ 24.00
Sheriff's Department	300 Fair Lane	(13)	\$ 39.00
Superior Court	495 Main St.	(12)	\$ 45.00
Superior Court-CP	3321 Cameron Park Dr.	(3)	\$ 12.00
Veterans Hall	130 Placerville Dr	(8)	\$ 32.00
Weatherization	937 Spring St.	(5)	\$ 20.00
South Lake Tahoe			
Animal Control	Shakori Blvd. Lot 1	(4)	\$ 25.00
Court House	1354 Johnson Blvd.	(11)	\$ 33.00
El Dorado Center	3368 Lake Tahoe Blvd.	(17)	\$ 51.00
Government Center	1357 Johnson Blvd.	(16)	\$ 48.00
Juv. Hall SLT	1041 Al Tahoe Blvd.	(11)	\$ 36.00
Library	1000 Rufus Allen	(4)	\$ 16.00
Sheriff's Office	1360-100 Johnson Blvd.	(4)	\$ 16.00
Trip Charge			\$150.00

AGREEMENT FOR SERVICES #280-S1010
AMENDMENT III

This Amendment III to that Agreement for Services #280-S1010, 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 Hangtown Fire Control, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 331-1 Industrial Drive (Mailing P.O. Box 1832), Diamond Springs, CA 95619 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide fire suppression extinguisher services County-wide, in accordance with Agreement for Services #280-S1010, dated April 22, 2010, Amendment I, dated May 22, 2012, and Amendment II, dated July 18, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the **ARTICLE II – Term** and **ARTICLE III – Compensation for Services** of said Agreement, and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #280-S1010 shall be amended a third time as follows:

ARTICLE II

Term: This Agreement shall be effective upon execution by both parties hereto and cover the period of April 22, 2010 through April 21, 2014.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying services rendered.

For the purposes of this Agreement, for the period of April 22, 2010 through May 21, 2012, the billing rates shall be in accordance with Exhibit "A" to the original Agreement, marked "New Extinguishers", Exhibit "B" to the original Agreement marked "Maintenance and Services Portable Extinguishers", and Exhibit "B-1" to Amendment I marked "El Dorado County Owned Buildings Needing Monthly Checks", all of which are incorporated herein and made part by reference hereof.

Contractor shall bill departments directly for service of leased facilities and bill the Department of Transportation Facilities Maintenance Division for owned facilities.

For the period of May 22, 2012 through April 21, 2014, the billing rates shall be in accordance with the Exhibit "1", marked "New Extinguishers-Amendment II", Exhibit "2" marked "Maintenance and Services Portable Extinguishers-Amendment II", and Exhibit "3", marked "Facilities To Be Checked Monthly-Amendment II", all of which are incorporated herein and made part by reference hereof. Invoices shall be submitted to the following address:


County of El Dorado
Chief Administrative Office
Facilities Administration Division
330 Fair Lane
Placerville, CA 95667

Invoices shall include the address of the facility serviced.

The total amount of this Agreement, as amended, shall not exceed \$125,000.00.

Except as herein amended, all other terms of that Agreement #280-S1010 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Linda Silacci-Smith,
Sr. Department Analyst
Chief Administrative Office

Dated: 8/1/12

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #280-S1010 on the dates indicated below.

--COUNTY OF EL DORADO--

Dated: _____

By: _____

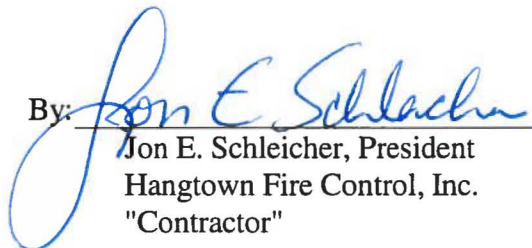
Chair
Board of Supervisors
"County"

ATTEST:
Terri Daly, Acting Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--CONTRACTOR--

By:  _____
Jon E. Schleicher, President
Hangtown Fire Control, Inc.
"Contractor"

Dated: 7/30/12

By:  _____
Corporate Secretary

Dated: 7/30/12

ljs

#280-S1010 AMD III

EXHIBIT "1"

NEW EXTINGUISHERS- AMENDMENT II

ABC Dry Chemical Type		Size & Description	U/L	Unit	Price
2.5 # ABC		Chrome	1A10BC	Each	\$145.00
2.5# ABC		With vehicle bracket	1A10BC	Each	\$40.65
5# ABC		Wall Mount	3A40BC	Each	\$59.75
5# ABC		With vehicle bracket	3A40BC	Each	\$72.15
10# ABC		Wall Mount	4A60BC	Each	\$94.25
20# ABC		Wall Mount	20A120BC	Each	\$185.00
BC Dry Chemical		Size & Description	U/L	Unit	Price
2.5# BC		With Vehicle Bracket	10BC	Each	\$51.15
5.5# BC		Wall Mount	40BC	Each	\$74.25
"K" Extinguisher (kitchen type)		Size & Description	U/L	Unit	Price
6 Liter		With wall mount	2A1BCK	Each	\$210.00
Halon Type		Size & Description	U/L	Unit	Price
2.5#		With vehicle bracket	5BC	Each	\$145.00
Carbon Dioxide Type		Size & Description	U/L	Unit	Price
322	5#	New	5BC	Each	\$173.00
330	10#	New	10BC	Each	\$239.00
331	15#	New	15BC	Each	\$279.00
332	20#	New	20BC	Each	\$339.00
Water/AFFF Type		Size & Description	U/L	Unit	Price
240 2.5 Gal		Water-Stainless Steel	2A	Each	\$133.00
6 Liter A.F.F.F				Each	\$178.50
Hazardous Materials Charge for					
Shipped Extinguishers				Each Package	\$25.00
Freight Charges				Each Package	\$35.00

EXHIBIT "2"

HANGTOWN FIRE CONTROL, INC.

MAINTENANCE AND SERVICES PORTABLE EXTINGUISHERS-AMENDMENT II:

Annual Inspections:		
Any size any type	Per Unit	\$9.50
Hydrostatic Testing Portable Extinguishers:		
12 Year inspection required by law beginning 12 years from date of manufacturer or last 12 year test*	Per Unit	\$15.00
5 year CO2 Test *	Per Unit	\$20.00
12 Year Halon *	Per Unit	\$25.00
Halon Teardown:		
6 Year Halon Testing *	\$25.00	
(plus Halon valve stem \$9.75)	<u>\$9.75</u>	
	\$34.75	
Portable Extinguisher Recharge:		
Recharge unit after it has been discharged *		\$10.00
Minimum Service Call \$25.00 Trip Charge for South Lake Tahoe \$75.00 (excludes monthly and annual services)		
* At time of testing, or use of the unit, the Chemical must be replaced with new Chemical, for all units. Other materials to reassemble the extinguisher and put it back into service maybe required during testing, or use of the unit such as, but not limited to valve stem, "o" ring, gauge, etc. See parts and materials price list.		

PARTS & MATERIALS**Extinguishers**

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ABC, D, PK & BC Chemical	Per Lb.	\$4.50
CO2	Per Lb.	\$1.50
Halon 1211 Agent	Per Lb.	\$32.50
Pin	Each	\$1.25
Nozzle	Each	\$3.95
Gauge	Each	\$6.25
Hose	Each	\$10.00
Valve Stem (Common)	Each	\$6.50
Valve Stem Halon	Each	\$7.75
Wall Mounts (Common)	Each	\$5.00
Wall Mounts for 10# units	Each	\$10.00
"O" rings	Each	\$1.00
Handle	Each	\$5.75
Clip and Strap	Each	\$5.00
Fire Extinguisher Arrow Signs (Small or Regular Size)	Each	\$5.00
Specialty Signs	Each	\$15.00
Brass Cabinet		
Lock	Each	\$5.00

EXHIBIT “3”

Facilities to Receive Monthly Checks – Effective May 22, 2012 AMENDMENT II

Site	Address	#	Cost
Agriculture Building	311 Fair Lane	(9)	\$ 27.00
Bldg. B Outside Boiler	Ray Lawyer Dr.	(1)	\$ 25.00
Building A	330 Fair Lane	(26)	\$ 78.00
Building B	360 Fair Lane	(28)	\$ 84.00
Building C	2850 Fairlane Ct.	(30)	\$ 90.00
District Attorney	515 Main St.	(5)	\$ 20.00
District Attorney	525 Main St.	(3)	\$ 12.00
EDH-Senior Center	990 Lassen Drive	(7)	\$ 28.00
Facilities	3000 Fairlane Ct.	(10)	\$ 30.00
Fleet Management	2443 Headington Rd.	(11)	\$ 66.00
Greenwood Cmty Cntr.	4411 Highway 193	(3)	\$ 25.00
Health Admin.	941 Spring St. #3&4	(2)	\$ 8.00
Health Building	931 Spring St.	(7)	\$ 28.00
Health Promotions	929 Spring St	(2)	\$ 8.00
Human Services	937 Spring St	(5)	\$ 20.00
Juvenile Hall	295& 299 Fairlane	(4)	\$ 16.00
Library-Cameron Park	2500 Country Club Dr.	(4)	\$ 16.00
Library-EDH	7455 Silva Valley Road	(6)	\$ 24.00
Library-Main	345 Fair Lane	(21)	\$ 63.00
Library-Pollock Pines	3210 Pony Express Tr.	(1)	\$ 25.00
Mental Health-Psych	935-B Spring St.	(5)	\$ 20.00
Museum	104 Forni Rd.	(11)	\$ 44.00
Pioneer Park	Fairplay Rd.	(4)	\$ 25.00
Senior Daycare	935-A Spring St.	(3)	\$ 12.00
Senior Nutrition	937 Spring St.	(6)	\$ 24.00
Sheriff's Department	300 Fair Lane	(13)	\$ 39.00
Superior Court	495 Main St.	(12)	\$ 45.00
Superior Court-CP	3321 Cameron Park Dr.	(3)	\$ 12.00
Veterans Hall	130 Placerville Dr	(8)	\$ 32.00
Weatherization	937 Spring St.	(5)	\$ 20.00
South Lake Tahoe			
Animal Control	Shakori Blvd. Lot 1	(4)	\$ 25.00
Court House	1354 Johnson Blvd.	(11)	\$ 33.00
El Dorado Center	3368 Lake Tahoe Blvd.	(17)	\$ 51.00
Government Center	1357 Johnson Blvd.	(16)	\$ 48.00
Juv. Hall SLT	1041 Al Tahoe Blvd.	(11)	\$ 36.00
Library	1000 Rufus Allen	(4)	\$ 16.00
Sheriff's Office	1360-100 Johnson Blvd.	(4)	\$ 16.00
Trip Charge			\$150.00