

Re-submitted: 3/5/14

Contract # 437-S1411

CONTRACT ROUTING SHEET

Date Prepared: 02/07/14

Need Date: 03/07/14

PROCESSING DEPARTMENT:

Department: Sheriff's Office
Dept. Contact: Tania Donnelly
Phone #: 621-6636
Department
Head Signature: [Signature] 2-19-14

CONTRACTOR:

Name: Siemens Industry Inc
Address: 3650 Industrial Blvd., Ste. 100
Sacramento, CA 95691
Phone: _____

EL DORADO COUNTY COUNSEL
2014 MAR 05 PM 3:26

CONTRACTING DEPARTMENT: Sheriff

Service Requested: Maintenance and Testing of Fire Alarm Systems in Placerville Jail

Contract Term: 4/1/14 - 3/31/19 Contract Value: \$57,000

Compliance with Human Resources requirements? Yes: X No: _____

Compliance verified by: Mike Strella - email 01/23/14

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

Approved: _____ Disapproved: ✓ Date: 2/20/14 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2014 FEB 19 AM 02

Recommend that you not include the terms and conditions in 4.2 of Exh A or please reconcile differences as follows:
4.2 ~~shall~~ *applies* laws of the state of Illinois ~~yet~~ *contract* ~~applies~~ *laws* of state of CA
4.2/4.4 - Termination provisions differ and are in conflict
4.2/4.5 - prohibits hiring Siemens employees through term of contract and 90 days thereafter. This provision is legally unenforceable by a public agency in CA - recommend that you delete this provision.
4.2/2.3 - Contractor controls time and place of testing
4.2 - 4.2 - Contractor requires County to keep pricing information confidential - this violates ^{state} laws that require the County to disclose the costs of the service upon request by public under PPA and/or other laws. See CO 60350 et seq.

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

Approved: ✓ Disapproved: _____ Date: 3/10/14 By: [Signature]
Approved: ✓ Disapproved: _____ Date: 3/14/14 By: [Signature]
3/10/14 Siemens removed all terms and conditions mentioned above and below.

*4.2/5.3 Payments provisions are in conflict w Article III Compensation of County contract Exh A has different invoicing terms - need to reconcile. It also contains a late charge provision.
4.2/5.4 requires county to pay sup. taxes due in addition to fees for services. It is not clear what this may include - specify.

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

Departments: 4.2/6.2 is in conflict with standard Co. indemnity language
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

4.2/7.1 includes a limitation on the amount of liability to \$100 or 10% of contract value. Section 7.3 excludes all liability that is covered by Co. Insurance - Risk must analyze.
8.1 - No liability for service obligations etc stemming from acts they do not control.
9.2/9.4 County to indemnify for hazardous materials damages. No 10.1 No liability for Contractors Non-Compliance.