

**CONTRACTED MAINTENANCE-ELECTRONIC SECURITY SYSTEM
AGREEMENT
County Jail Facilities**

THIS AGREEMENT is made and entered into this 17th day of September, 2004, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Siemens Building Technologies, Inc. whose address is 4152 West Swift Avenue, Suite 101, Fresno, CA 93722, hereinafter referred to as "CONTRACTOR". Hereinafter referred together as the "Parties".

WITNESSETH:

Whereas, the COUNTY has need for services of an independent contractor to perform fire and life safety, security and pneumatic systems maintenance and repair at various jail facilities and the Sheriff's administration building and;

Whereas, the COUNTY desires to contract for the provision of such services in connection with the operation of its Correctional Facilities and Sheriff's Administrative Building and;

Whereas, the CONTRACTOR represents it is qualified and willing to provide such services. Now, therefore it is agreed as follows:

COUNTY hereby engages CONTRACTOR and CONTRACTOR accepts such engagement, to perform those services specified in this agreement required in connection with fire and life safety, security and pneumatic systems maintenance for Fresno County Correctional Facilities and the Administration Building under terms and subject to the conditions provided in this Agreement. In performance of this Agreement, CONTRACTOR will provide fire and life safety, security and pneumatic systems maintenance at County Jail Facilities at the following locations:

- | | |
|-----------------------------------|--------------------------------------|
| 1. Fresno County Main Jail | 1225 M Street, Fresno, CA 93721 |
| 2. Fresno County South Annex Jail | 2280 Fresno Street, Fresno, CA 93721 |

3. Fresno County North Annex Jail 1265 M Street, Fresno, CA 93721
4. Fresno County Satellite Jail 110 M Street, Fresno, CA 93721
5. Sheriff's Administration Building 220 Fresno Street, Fresno, CA 93721

I. OBLIGATIONS OF THE CONTRACTOR

The CONTRACTOR shall:

A. Provide all required labor and material to perform all work outlined herein and in Attachment A and Attachment B attached hereto and expressly incorporated herein by reference. Provide all testing and verification of systems and equipment to meet the requirements of all regulatory agencies. All work shall be performed in accordance with County of Fresno Request For Proposal # 928-3895 (Attachment A) and the contractor's response to Fresno Request For Proposal # 928-3895 (Attachment B).

B. Provide 24-hour service and repair, as described in (C) and (D) of this agreement, upon request for critical malfunctions in the specified systems indicated below. A critical malfunction is defined as a malfunction, which renders inoperative any part of the security system deemed to be responsible for maintaining security within any area of the complex. Those affected systems are as follows:

1. C.C.T.V.

a. Any camera or monitor providing primary surveillance to a remotely operated door or area. (Example: Sallyport Cameras)

2. Housing Intercom System

a. Any intercom component providing primary voice communications to a remotely operated door or area, with no adjacent redundancy. (Example: Staff entrance)

b. Any intercom component providing primary voice communication to and from any inmate holding cell or area that is isolated or locked. (Example: Administrative Segregation cells)

3. Visitation Telephone System

a. A critical malfunction is deemed to occur when three (3) or more visitation phones in any one visiting area are out of service during normal visiting hours. *The critical malfunction must be repaired by no later than the next scheduled visiting period.

4. Floor Security Station to Individual Housing Intercoms

a. A critical malfunction is deemed to occur when three (3) or more visitation phones in any one visiting area are out of service during normal visiting hours. *The critical malfunction must be repaired by no later than the next scheduled visiting period.

5. Integrated Security and Fire Alarm System

- a. Any panic alarm malfunction
- b. Any door alarm malfunction
- c. Any fire alarm malfunction
- d. Any door control system malfunction

6. Control Console Graphic Display

- a. Any malfunction rendering inoperable fire zone statue.
- b. Any malfunction rendering inoperable remotely operated door status information.

7. Administrative Intercom System

- a. Any component providing communication to and from a fixed staff post. (Example: Tunnel Security Station)

8. Any Central Processing Unit (CPU) failure

9. Any Uninterruptible Power Supply (UPS) failure

10. Metal Detectors

Repair upon request malfunctions to all facility metal detectors.

Metal detectors are located on each of the detention facility housing floors, in each jail lobby and in storage.

C. CONTRACTOR agrees to respond to critical malfunctions as follows:

1. Provide a 24-hour number for reporting malfunctions.
2. Monday through Friday between 8 a.m. and 5 p.m., respond within 14 minutes by phone and 45 minutes on site, from the time the 24-hour number is notified of the malfunction.
3. On all other days or times respond within 30 minutes by phone and within 1 hour on site, from the time the 24-hour number is notified of the malfunction.

D. CONTRACTOR is responsible for maintaining on site, an inventory of spare parts necessary to repair or replace malfunctioning critical equipment, and to complete within four (4) hours required repairs necessary to make operable critical functions. CONTRACTOR shall provide to COUNTY, a recommended inventory of spare parts to be kept on site by CONTRACTOR along with their related costs.

E. Provide routine repair for non-critical malfunctions in specified systems indicated below. A non-critical malfunction is defined as follows: A malfunction of equipment which in and of itself does not render inoperative any other part of the security system. Those affected systems are as follows:

1. Closed Circuit Television (C.C.T.V.)
 - a. Any camera or monitor providing redundant surveillance to any area of the facility. (Example: Gym Cameras)
2. Housing Intercom System

- a. All functions of the housing paging system.
- b. All functions of the housing program system.
- c. Any intercom component providing secondary voice communication to any area of the facility.

3. Visitation Telephone System

- a. When less than three (3) visitation phones in any one visiting area are out of service at one time.

4. Floor Security Station to Individual Housing Intercoms

- a. When less than three (3) of six (6) intercoms are malfunctioning on any one housing floor.

5. Master Paging and Program System

- a. All functions of this systems.

6. M.A.T.V. (Master Antenna Television)

- a. All function of this systems.

7. Pneumatic Tube System

- a. All components of this system considered non-critical malfunctions when inoperative.

8. Character Message Generator

- a. The character message generator system provides messages to inmates over televisions, which are located in each housing unit.

F. The integrity of the Pneumatic Tube System will be examined in its entirety. Preventive Maintenance adjustment action will be implemented to the following major systems components, repairs will be initiated where warranted:

Blower Package

1. Turbine and associated controls.

2. All sensors associated with 4-way valve and pressure/vacuum detectors.
3. Operation of control board and examination of power and control relays.
4. Operation of the printed circuit board.
5. Tightness of hardware.

Diverter

1. Motor drives units and controls.
2. All sensors associated with positioning and carrier passage.
3. Operation of the P.C. Board.
4. Lubrication of the diverter.
5. Tightness of diverter drives chain and all hardware.
6. All necessary mechanical and electronic alignments.

Stations

1. Motor drives units and controls.
2. All sensors associated with each slidegate/dispatcher and carrier detection.
3. Operation of the P.C. Board and Display.
4. Tightness of the drive.
5. Tightness of all hardware.
6. All necessary mechanical and electronic requirements.

Carriers

1. Examine the integrity of each carrier for structural preservation.
2. Replace as required.

Computer

1. Check all pertinent operational functions.
2. Examine each printed circuit board for operational integrity.

1 3. Clean unit to eliminate the buildup of debris.

2 G. CONTRACTOR is responsible to have accessible an inventory of spare
3 parts necessary to repair or replace malfunctioning equipment and make
4 operable non-critical malfunctions within ten (10) working days or receipt of
5 written notification. Said notification shall be made in writing by 0800 hours
6 of the next regularly scheduled workday. CONTRACTOR shall provide
7 COUNTY a list of spare parts necessary to maintain non-critical malfunctions
8 according to this standard. During the term of this agreement, the COUNTY
9 has the right to require CONTRACTOR to add items to the spare parts
10 inventory, as may be necessary to satisfy performance standards.

11 H. CONTRACTOR shall provide to the Detention Custody Bureau
12 Commander a written report each month which shall include a description of
13 all work performed, status of parts inventory, detail on after hours calls,
14 status of preventative maintenance schedule, copies of all written
15 communications, meeting minutes and any recommendations.

16 I. CONTRACTOR agrees to the following technical services
17 requirements.

18 1. SERVICE AVAILABILITY: The CONTRACTOR must provide
19 maintenance coverage as defined herein and structure a maintenance
20 service plan as defined in ATTACHMENT "D".

21 2. STAFF QUALIFICATIONS: The CONTRACTOR must certify that
22 the staff assigned is technically competent and qualified to perform the
23 contracted work. County of Fresno may request and shall receive a
24 replacement within five (5) days if there are concerns with the technical
25 qualifications of the Service Technicians assigned.

26 3. REQUEST FOR SERVICE: Access to maintenance support must
27 be through a continuously staffed (toll free 24/7) dispatch telephone
28 number. All calls to the dispatch number will be answered in person, a

1 busy signal or message left on an answering machine is NOT
2 acceptable. Hold time on a call to dispatch will average 30 seconds or
3 less. Considerations will be given for alternative dispatch methods;
4 such methods must be approved by Sheriff in writing.

5 4. RESPONSE TO SERVICE REQUEST: the CONTRACTOR'S
6 service Technician must be on-site to begin maintenance service on
7 repair action within two (2) hours from the time dispatch received
8 notification.

9 5. ESCALATION PROCEDURE: The escalation procedure shall
10 have four levels. The escalation procedure shall commence at level 1
11 and move through to level 3. The timing between escalation levels is at
12 the sole discretion of the County. The County shall inform the
13 Contractor's personnel reviewing the problem of their intention to
14 escalate to the next level.

15 Level 1

- 16 a. On duty Custody Sergeant or Lieutenant makes notification to on
17 duty Technician to address problem.
18 b. On duty Sergeant or Lieutenant makes notification to after hours
19 Technician or Emergency Dispatch (559) 276-2600 to address
20 problem.

21 Level 2

- 22 a. On duty Sergeant or Lieutenant notifies Senior Technician
23 Vincent Conti, of the failure to resolve problem and delay of
24 service restoration.
25
26
27
28

Level 3

On duty Lieutenant or Detention Custody Bureau Captain notifies Contract Administrator, Dennis Boyd of failure to resolve problem and delay of service restoration.

Once the Contractor's service personnel become aware of a potential delay in service restoration, the following steps will be taken:

- a. The Contractor will inform the Sheriff's Department staff of proposed corrective plan of action.
- b. Sheriff's Department staff and the Contractor will mutually agree on corrective action to be taken.
- c. The Contractor will utilize all means at its disposal to remedy all disruptions in service locally.
- d. When necessary, the Contractor will enlist the assistance of all local, district, or corporate engineering and technical support personnel to resolve and minimize any delays or disruptions in service restoration.

If it is determined that parts, components, software, etc., are unavailable locally the Contractor will inform the Sheriff's Department of the estimated time to affect repairs and use all means available to secure the parts.

6. PROBLEM DETERMINATION: In response to a request for assistance, if the CONTRACTOR determines that the source or cause of the outage is not in the equipment covered under the Maintenance Agreement, or if multiple causes are possible, the CONTRACTOR must work with and assist County of Fresno Support Staff to achieve a problem resolution. County of Fresno requires the CONTRACTOR, in a

1 problem management process, to communicate what the appropriate
2 contracts are on a timely basis and undertake reasonable action steps
3 to achieve problem resolution, even if the responsibility for the final
4 corrective action is with another party

5 7. PARTS SPECIFICATION: All parts supplied must be new
6 replacement parts or meet the requirements of the original equipment
7 manufacturer. The CONTRACTOR must supply parts, which match the
8 Engineering Change (EC) level of the failed machine, as released by
9 equipment manufacturer, as this is essential for optimum machine
10 performance and reliability.

11 8. PARTS AVAILABILITY: The CONTRACTOR must maintain an
12 adequate inventory of parts within close delivery distance to the facility.
13 Reasonable delivery time for spare parts is defined as one hour or less.
14 Parts in Fresno must be stocked at 90% availability level for each
15 model type of equipment being maintained with the exception of critical
16 components for mainframes, which must be maintained in Fresno at
17 100% availability. The remaining 10% availability level must not be
18 further than four (4) hours distance by ground transportation.

19 9. ON-SITE PARTS SUPPLY: To minimize down time, the
20 CONTRACTOR must maintain an appropriate supply of spare parts on
21 site or within the Fresno/Clovis metropolitan area, not to exceed ten
22 miles outside the city limits.

23 10. ENGINEERING CHANGES: The CONTRACTOR must monitor
24 and initiate actions to ensure that all EC's are fitted as released by the
25 manufacturer. County of Fresno expects CONTRACTOR to coordinate
26 the work through Jail management. County of Fresno expects the
27 CONTRACTOR to manage all specs of applying EC's, including
28 aspects such as software upgrades and microcode changes.

1 The CONTRACTOR guarantees recertification of the equipment by the
2 manufacturer after engineering changes are applied. If equipment is to
3 be disposed, the CONTRACTOR is responsible for providing a
4 Maintenance Certification Letter, and assumes liability for any repairs
5 needed due to maintenance neglect.

6 11. PREVENTATIVE MAINTENANCE: The CONTRACTOR, through
7 the coordination of Senior Technician, Vincent Conti, must perform
8 preventive maintenance on the equipment as recommended by the
9 manufacturer. The schedule for this service will be coordinated with
10 County of Fresno's Jail management, through the coordination of
11 Sergeant Ron Vega.

12 12. PREDICTIVE MAINTENANCE: The CONTRACTOR must confer
13 with County of Fresno to establish performance criteria for the
14 equipment and implement a schedule of performance and quality
15 checks. When a potential problem is identified, the CONTRACTOR will
16 schedule the appropriate corrective maintenance with Operations and
17 perform the work as planned.

18 13. EQUIPMENT MANUFACTURER RECERTIFICATION: The
19 CONTRACTOR must guarantee recertification of the equipment, in
20 writing, by the original equipment manufacturer at the CONTRACTOR's
21 expense. In no case will CONTRACTOR maintenance result in the
22 manufacturer's cancellation of warranties or support when applicable on
23 the equipment or services.

24 14. ADDED VALUE SUPPORT: County of Fresno expects the
25 CONTRACTOR organization to provide active support to enhance the
26 reliability and availability of the operation. The CONTRACTOR must
27 utilize state-of-the-art technology and systems management practices
28 to monitor equipment performance across the industry and recommend

1 action steps and implement precautionary measures to minimize
2 outages.

3 15. The CONTRACTOR may be required to perform services in addition
4 to those previously specified under this agreement. The Detention
5 Custody Bureau Commander must approve any such additional services
6 in advance and in writing during the term of this contract.

7
8 II. OBLIGATIONS OF THE COUNTY

9 A. Provide CONTRACTOR with adequate and safe means for access to
10 difficult areas, such as high atrium smoke detectors and high cameras.

11 B. Provide on site storage space for CONTRACTOR to store spare parts.
12 The size of the storage area to be determined by the COUNTY. The CONTRACTOR shall strictly
13 control access to these parts. However, CONTRACTOR shall provide a key to COUNTY and
14 COUNTY shall maintain the right to access.

15 C. Authorize Watch Commander's and Services Officer to initiate work
16 orders and service calls to CONTRACTOR. An updated list shall be provided by Senior
17 Technician Vincent Conti, on a regular basis, to Sergeant Ron Vega.

18 D. Issue identification cards to CONTRACTOR to enable CONTRACTOR's
19 personnel to enter the facility and perform necessary repairs.

20 E. Security Clearance

21 1. County (Sheriff's Department) shall make background checks as
22 deemed necessary by COUNTY on all personnel, which CONTRACTOR
23 has assigned and employed to work in the Fresno County Detention
24 Facilities. Background checks must be completed on all CONTRACTOR
25 personnel before any admission into a County Detention Facility.
26 COUNTY Sheriff shall have sole discretion to refuse admittance into a
27 County Detention Facility.
28

1 2. COUNTY (correctional staff) shall provide direction to
2 CONTRACTOR's employees in the event of disturbances inside the
3 facilities. CONTRACTOR's employees shall immediately follow the
4 direction of correctional staff in such circumstances.

5 3. COUNTY Jail Commander or designee shall immediately notify
6 CONTRACTOR if a CONTRACTOR's employee is unacceptable for
7 admission to COUNTY's detention facilities. CONTRACTOR shall
8 immediately remove the employee from the facility.

9 4. COUNTY designated watch commander shall resolve disputes
10 involving jail staff and CONTRACTOR in such matters as work location
11 and security measures.

12 5. COUNTY shall provide access into and out of its detention facilities
13 to CONTRACTOR's employees, subject to security requirements.
14 COUNTY has the absolute right to exclude from any facility anyone at
15 anytime for any reason whatsoever, or for no reason, and to redirect
16 CONTRACTOR's employees from place to place within the facilities when
17 deemed appropriate by COUNTY. If proper access is denied, and such
18 denial causes CONTRACTOR a delay in timely performing its services
19 hereunder the time requirements set forth above shall not be enforced to
20 the extent that COUNTY'S denial causes CONTRACTOR such delay and
21 no liquidated damages shall be assessed for such delay.

22 III. TERM

23 This Agreement shall become effective on the 17th day of September 2004 and
24 shall terminate on the 16th day of September 2007. CONTRACTOR, may request in writing to the
25 Sheriff, for an option to renew the contract for up to two (2) additional One (1) year periods. The
26 CONTRACTOR may request, in writing, a conditional rate increase for the additional years. Such
27 conditional rate increase shall be limited to the Consumer Price Index (CPI) increase for the one
28

1 year period commencing on June 1, 2006 through May 31, 2007 for the first year, and June 1,
2 2007 through May 31, 2008 for the second year, or 3 percent per year, which ever is less.

3 IV. TERMINATION

4 A. Non-Allocation of Funds - The terms of this Agreement, and the services
5 to be provided thereunder, are contingent on the approval of funds by the appropriating
6 government agency. Should sufficient funds not be allocated, the services provided may be
7 modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days
8 advance written notice.

9 B. Breach of Contract - The COUNTY may immediately suspend or
10 terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 11 1. An illegal or improper use of funds;
- 12 2. A failure to comply with any term of this Agreement;
- 13 3. A substantially incorrect or incomplete report submitted to the
14 COUNTY;
- 15 4. Improperly performed service.

16 In no event shall any payment by the COUNTY constitute a waiver by the
17 COUNTY of any breach of this Agreement or any default, which may then exist on the part of the
18 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
19 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
20 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
21 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
22 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
23 demand.

24 C. Without Cause - Under circumstances other than those sets forth above,
25 this Agreement may be terminated by COUNTY upon the giving of thirty- (30) day's advance
26 written notice of an intention to terminate to CONTRACTOR.

27 V. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
28 CONTRACTOR agrees to receive compensation as stated on Attachment "C". CONTRACTOR

1 shall submit monthly invoices in triplicate to the County of Fresno Sheriff's Department Business
2 office here. P.O. Box 1778, Fresno, CA 93717

3 In no event shall services performed under this Agreement be in excess of
4 \$299,333 annually and \$897,999 during the three-year term of this Agreement for the services
5 specified herein. It is understood that all expenses incidental to CONTRACTOR'S performance of
6 services under this Agreement shall be borne by CONTRACTOR. This agreement provides for
7 ADDITIONAL SERVICES outside of this agreement in the amount of \$50,000 annually and
8 \$150,000 over the term of the agreement. Additional services are those services performed by
9 the contractor, but not those specified in this agreement. Service specified in this agreement shall
10 not exceed \$299,333 annually. Approved additional services shall not exceed \$50,000 annually.
11 Services specified in this agreement shall not exceed \$897,999 during the three-year term of this
12 Agreement. Approved additional services shall not exceed \$150,000 during the three-year term of
13 this Agreement. INDEPENDENT CONTRACTOR: In performance of the work, duties and
14 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
15 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
16 employees will at all times be acting and performing as an independent contractor, and shall act in
17 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
18 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
19 direct the manner or method by which CONTRACTOR shall perform its work and function.
20 However, COUNTY shall retain the right to administer this Agreement so as to verify that
21 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

22 CONTRACTOR and COUNTY shall comply with all applicable provisions of
23 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
24 matters the subject thereof.

25 Because of its status as an independent contractor, CONTRACTOR shall have
26 absolutely no right to employment rights and benefits available to COUNTY employees.
27 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
28 employees all legally required employee benefits. In addition, CONTRACTOR shall be solely

1 responsible and save COUNTY harmless from all matters relating to payment of
2 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
3 regulations governing such matters. It is acknowledged that during the term of this Agreement,
4 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
5 Agreement.

6 VII. MODIFICATION: Any matters of this Agreement may be modified from time
7 to time by the written consent of all the parties without, in any way, affecting the remainder.

8 VIII. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
9 Agreement nor their rights or duties under this Agreement without the prior written consent of the
10 other party.

11 IX. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
12 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
13 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
14 resulting to COUNTY in connection with the performance, or failure to perform, by
15 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
16 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
17 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
18 of CONTRACTOR, its officers, agents, or employees under this Agreement.

19 X. INSURANCE: Without limiting the COUNTY's right to obtain indemnification
20 from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in
21 full force and effect the following insurance policies throughout the term of this Agreement:

22 Commercial General Liability Insurance with limits of not less than One Million
23 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).
24 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage's
25 including completed operations, products liability, contractual liability, Explosion-Collapse-
26 Underground, fire legal liability or any other liability insurance deemed necessary because of the
27 nature of this contract.
28

1 Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less
3 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand
4 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand
5 Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand
6 Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in
7 connection with this Agreement.

8 Worker's Compensation

9 A policy of Worker's Compensation insurance as may be required by the California
10 Labor Code.

11 CONTRACTOR shall obtain endorsements to the Commercial General Liability
12 insurance naming the County of Fresno, its officers, agents, and employees, individually and
13 collectively, as additional insured, but only insofar as the operations under this Agreement are
14 concerned. Such coverage for additional insured shall apply as primary insurance and any other
15 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
16 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
17 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
18 written notice given to COUNTY.

19 Within Thirty (30) days from the date CONTRACTOR executes this
20 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
21 above for all of the foregoing policies, as required herein, to the County of Fresno, (Sheriff Richard
22 Pierce, 2200 Fresno Street, Fresno, CA 93712), stating that such insurance coverage have been
23 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not
24 be responsible for any premiums on the policies; that such Commercial General Liability insurance
25 names the County of Fresno, its officers, agents and employees, individually and collectively, as
26 additional insured, but only insofar as the operations under this Agreement are concerned; that
27 such coverage for additional insured shall apply as primary insurance and any other insurance, or
28 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only

1 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
2 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
3 written notice given to COUNTY.

4 In the event CONTRACTOR fails to keep in effect at all times insurance
5 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
6 suspend or terminate this Agreement upon the occurrence of such event.

7 All policies shall be with admitted insurers licensed to do business in the State
8 of California. Insurance purchased shall be purchased from companies possessing a current A.M.
9 Best, Inc. rating of B+ FSC VIII or better.

10 XI. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
11 business hours, and as often as the COUNTY may deem necessary, make available to the
12 COUNTY for examination all of its records and data with respect to the matters covered by this
13 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
14 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
15 with the terms of this Agreement.

16 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall
17 be subject to the examination and audit of the Auditor General for a period of three (3) years after
18 final payment under contract (Government Code Section 8546.7).

19 XII. NOTICES: The persons and their addresses having authority to give and
20 receive notices under this Agreement include the following:

21 COUNTY
22 COUNTY OF FRESNO
23 Sheriff Richard Pierce
2200 Fresno Street
Fresno, CA 93712

CONTRACTOR
Dennis Boyd, Contract Administrator SSP
Siemens Building Technologies
4152 W. Swift Avenue, Suite 101
Fresno, CA 93722

24 Any and all notices between the COUNTY and the CONTRACTOR provided
25 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
26 served when personally delivered to one of the parties, or in lieu of such personal services, when
27 deposited in the United States Mail, postage prepaid, addressed to such party.

28 XIII. GOVERNING LAW: Venue for any action arising out of or related to this

1 Agreement shall only be in Fresno County, California.

2 The rights and obligations of the parties and all interpretation and performance
3 of this Agreement shall be governed in all respects by the laws of the State of California.

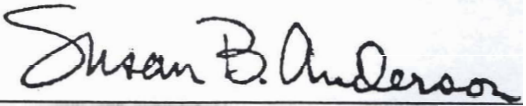
4 XIV. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
5 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
6 supersedes all previous Agreement negotiations, proposals, commitments, writings,
7 advertisements, publications, and understanding of any nature whatsoever unless expressly
8 included in this Agreement. In the event of any inconsistency in interpreting the documents which
9 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the
10 following order of priority: (1) the text of this Agreement (excluding ATTACHMENT "A", the
11 COUNTY'S Request for Proposal No. #928-3895.(ATTACHEMENT "A")) and the
12 CONTRACTOR'S response thereto, ATTACHEMENT "B"); (2) COUNTY'S RFP #928-3895 and
13 (3) CONTRACTOR'S proposal submitted in response to COUNTY'S Request for Proposal No.
14 928-3895.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3 CONTRACTOR SIEMENS BUILDING TECHNOLOGIES, INC.

COUNTY OF FRESNO

4 
5 SEBASTIAN N. DANZIGER



6 ASSOCIATE COUNSEL

7 Dennis Boyd, Contract Administrator SSP
8 Siemens Building Technologies
4152 W. Swift Avenue, Suite 101
Fresno, CA 93722

Susan B. Anderson
Chairman, Board of Supervisors

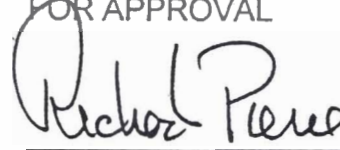
9 DATE: August 30, 2004

DATE: SEP 14 2004

10 TAXPAYER FEDERAL I.D. #:
11 13-2762488


REVIEWED & RECOMMENDED
FOR APPROVAL

12 CA Sales Tax Permit No.
13 (Out-of-State vendors):
14 _____


15 Richard Pierce, Sheriff

16 APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

17 
18 County Counsel
Dennis A. Marshall


Vicki Crow, Auditor-Controller/Treasurer-Tax
Collector

19 FOR ACCOUNTING USE ONLY:

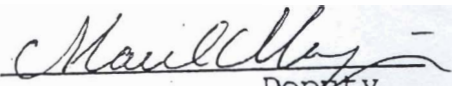
ATTEST:

20 Budget Unit No.: 34101000

BERNICE E. SEIDEL, Clerk
Board of Supervisors

21 Account No.: 7220

22 Requisition No.:
23
24
25
26
27
28

By 
Deputy

ATTACHEMENT "C"
COSTS

MONTHLY BASE FEE FOR EACH FACILITY

Main Jail	1225 M. Street, Fresno, CA 93721	\$8,611.08
South Annex Jail	2280 Fresno Street Fresno, CA 93721	\$6,583.33
North Annex Jail	1265 M. Street Fresno, CA 93721	\$7,416.67
Satellite Jail	110 M. Street Fresno, CA 93721	\$1,833.33
Sheriff's Admin	2200 Fresno Street Fresno, CA 93721	\$500.00
		<u>\$24,944.41</u>

Twenty Four Thousand Nine Hundred Forty Four Dollars & Forty-One Cents

ANNUAL TOTAL FEE FOR EACH FACILITY

Main Jail	1225 M. Street, Fresno, CA 93721	\$103,333.00
South Annex Jail	2280 Fresno Street Fresno, CA 93721	\$79,000.00
North Annex Jail	1265 M. Street Fresno, CA 93721	\$89,000.00
Satellite Jail	110 M. Street Fresno, CA 93721	\$22,000.00
Sheriffs Admin	2200 Fresno Street Fresno, CA 93721	\$6,000.00
		<u>\$299,333.00</u>

Two Hundred Ninety Nine Thousand Three Hundred Thirty Three Dollars & No Cents

GRAND TOTAL FEES FOR A THREE YEAR PERIOD

Main Jail	1225 M. Street, Fresno, CA 93721	\$309,999.00
South Annex Jail	2280 Fresno Street Fresno, CA 93721	\$237,000.00
North Annex Jail	1265 M. Street Fresno, CA 93721	\$267,000.00
Satellite Jail	110 M. Street Fresno, CA 93721	\$66,000.00
Sheriff's Admin	2200 Fresno Street Fresno, CA 93721	\$18,000.00
		<u>\$897,999.00</u>

Eight Hundred Ninety Seven Thousand Nine Hundred Ninety Nine Dollars & No Cents