Attachment B

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AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
A & B Fire Protection and Safety, Inc.

THIS AMENDMENT NO. 1 to Agreement No. A-14567 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and A & B Fire Protection and Safety, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on November 19, 2019, the Board of Supervisors approved Agreement No. A-14567 which CONTRACTOR entered into with County on November 26, 2019 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities in response to Request for Proposal #10618 (hereinafter "services") through and including December 1, 2022 for an amount not to exceed $415,310;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 1, 2023 with no increase to the not to exceed amount to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3.01 of Section 3.0, "Term of Agreement," to read as follows:

   The term of this Agreement is from December 2, 2019 through and including December 1, 2023, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph B.2 of Section B, "Contractor's Billing Procedures" of Exhibit A, "Scope of Services/Payment Provisions" to the Agreement to read as follows, effective December 2, 2022:

   Payment shall be based upon satisfactory acceptance of each deliverable.

   Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us.

   County of Monterey
   Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
   1441 Schilling Place, South 2nd Floor
   Salinas, California 93901-4527

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Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: PWFP-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

3. The following provisions are hereby incorporated into the Agreement:

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
By: W.T. Skinner
30F2300D718745F...
Debra R. Wilson
Contracts/Purchasing Officer
Date: 12/14/2022 | 3:52 PM PST

DS
WS

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
By: Mary Grace Perry
A1933B26E717442...
Mary Grace Perry
Deputy County Counsel
Date: 12/13/2022 | 12:52 PM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Name: Jennifer Forsyth
Title: Auditor-Controller Analyst II
Date: 12/13/2022 | 4:29 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Title: Risk Manager
Date: _____

CONTRACTOR*

A & B Fire Protection and Safety, Inc
Contractor's Business Name

DocuSigned by:
By: Kevin DeBelle
53FEF939240C4B6...
Kevin DeBelle, Vice President
Date: 12/2/2022 | 3:12 PM PST

DocuSigned by:
By: Todd Flory
2F7BF84BF9304B0...
Todd Flory, Secretary
Date: 12/2/2022 | 3:13 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.