

**AMENDMENT NO. 2  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
FIRST ALARM**

**THIS AMENDMENT NO. 2** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and First Alarm (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**, CONTRACTOR entered into the Standard Agreement with County on April 3, 2020 (hereinafter, “Agreement”) to provide remote fire alarm monitoring, radio and antenna installation and scheduled inspection services (hereinafter, “services”) for the fire alarm system installed at the New Juvenile Hall Buildings (hereinafter, “Project”) through March 31, 2023 for an amount not to exceed \$43,748.00; and

**WHEREAS**, Agreement was amended by the Parties on August 12, 2020, (hereinafter, “Amendment No. 1”, including Exhibit A-1 – Scope of Services/Payment Provisions) to replace the Schedule of Rates effective April 1, 2020 and to increase the amount by \$5,061.87, which resulted in a not to exceed amount of \$48,809.87; and

**WHEREAS**, the Parties wish to amend the original scope of the Agreement to include the relocation of a fire control and radio communication panel from the existing Project site; and

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

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$5,685.83 for a total not to exceed \$54,495.70 with no extension to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. In all places within the Agreement, any reference to Exhibit A-1, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-2, Scope of Services/Payment Provisions.
2. Amend the first sentence of Section 1.0, “General Description”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-2** in conformity with the terms of this Agreement.

3. Amend Section 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-2**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$54,495.70.

4. Amend Section 4.0, "Scope of Services and Additional Provisions", to delete "Exhibit A-1 - Scope of Services/Payment Provisions" and to add "Exhibit A-2 – Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: DocuSigned by: Michael R. Derr  
367942E6F649429... Contracts/Purchasing Officer

Date: 8/21/2020

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

By: DocuSigned by: Mary Grace Perry  
C83342707AC641A... Mary Grace Perry  
Deputy County Counsel

Date: 8/21/2020

**Approved as to Fiscal Provisions**

By: DocuSigned by: Gary Giboney  
D3834BFEC1D8449... Auditor/Controller

Date: 8/21/2020

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*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.

First Alarm

By: DocuSigned by: Kevin Scott  
15616ED4BA324DA... (Signature of Chair, President or Vice President)

Its: Kevin Scott **President**  
(Print Name and Title)

Date: 8/20/2020

By: DocuSigned by: michael Mutti  
7FC8D711DCE8141C... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: michael Mutti **CFO**  
(Print Name and Title)

Date: 8/20/2020

## EXHIBIT A -2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
First Alarm, hereinafter referred to as “CONTRACTOR”**

### A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

CONTRACTOR shall provide 24/7 remote fire alarm monitoring, radio and antenna installation and scheduled inspection services for the fire alarm system (FA System) installed at the New Juvenile Hall Buildings located at 1420 Natividad Road in Salinas, California per fire plans which include inspections per the National Fire Protection Association (NFPA) #72 requirements and daily communication signal tests of the buildings’ FA System at CONTRACTOR’s monitoring facility.

#### **A.1.1 Installation and Monitoring**

CONTRACTOR shall coordinate with Red Hawk Fire & Security (Red Hawk) (alarm sub-contractor to County’s Construction Contractor, Zovich Construction, Inc.) to schedule monitoring of the FA System installed by Red Hawk.

CONTRACTOR shall program the FA System to identify each individual device by type and location.

CONTRACTOR shall provide and install a CONTRACTOR owned AES radio and antenna.

CONTRACTOR understands that Red Hawk shall connect the AES radio and antenna to the FA System.

FA System components to be monitored by CONTRACTOR include:

1. One (1) Customer Owned Fire Alarm System
2. Seven (7) Existing Fire Alarm Control Panels
3. Two Hundred Eighty-Six (286) Existing Smoke Detectors
4. Nineteen (19) Existing Pull Stations
5. One Hundred Eleven (111) Existing Strobe Lights
6. Sixty-One (61) Existing Horn Strobes
7. One (1) Existing Outside Screw & Yoke (OS&Y) Valve
8. Seven (7) Existing Point Indicator Valves (PIV)
9. Seven (7) Existing Power Supplies
10. Seventy-Eight (78) Existing Relays
11. Seven (7) Existing Remote Annunciators

## EXHIBIT A -2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

12. One (1) AES Radio and Antenna, (including installation)
  - a. One (1) Transceiver, 8Zn (Zinc) with IntelliPro, Annunciator, Supervisor Module to be installed by CONTRACTOR
  - b. One (1) Enclosure, Fire Alarm Document Box Red with Lock
  - c. One (1) Battery, 12 Volt 12 Amp
  - d. One (1) Ground Clamp
  - e. One (1) Tamper Switch
  - f. One (1) Transformer

CONTRACTOR retains ownership of the AES radio and antenna cellular/radio communicator, and this equipment shall be removed if service is terminated.

CONTRACTOR shall connect the FA System to CONTRACTOR's monitoring facility. When alarm signals are received, CONTRACTOR shall attempt to contact the premises, and one (1) individual on the County emergency call list. If no contact is made or County indicates that an emergency exists, CONTRACTOR shall notify the City of Salinas Police Department. CONTRACTOR shall continue to attempt contact with County.

CONTRACTOR may choose not to notify County emergency personnel if there is reason to believe that an emergency condition does not exist.

### **A.1.2 Inspection**

CONTRACTOR shall perform an initial full system inspection on the FA System described in A.1.1 above.

CONTRACTOR shall perform quarterly inspections on the FA System. Twenty-five percent (25%) of the FA System shall be inspected during each scheduled quarterly inspection to ensure that one hundred percent (100%) of the FA System is inspected by the CONTRACTOR each year.

### **A.1.3 Replacement/Repairs**

Upon quarterly inspection, CONTRACTOR shall notify County of any devices that need to be replaced or repaired.

Note: CONTRACTOR shall only provide monitoring services under this Agreement. CONTRACTOR is unable to provide Gold Shield Protection, which includes device replacement and repair since the FA System was installed by a different installation company and is not a system that CONTRACTOR is certified to install or service.

**EXHIBIT A -2 - SCOPE OF SERVICES/PAYMENT PROVISIONS****A.1.4 Relocate Fire Control Panel/Radio Communication Panel**

CONTRACTOR shall relocate the fire control panel smoke detector and radio communication panel that monitors the Probation Building and Juvenile Hall Building from the Juvenile Hall Building to the Probation Building. The fire control panel and radio communication panel will be mounted on the wall in the office just inside the main doors. CONTRACTOR shall mount the equipment to a plywood back board, the plywood back board is not part of this Scope of Services and will need to be installed by County or another vendor. CONTRACTOR shall de-program all devices in the Juvenile Hall Building including the dorm. CONTRACTOR's Scope of Services includes the fire plan preparation, a fire permit with the City of Salinas and a system test with the Authority Housing Jurisdiction.

Any existing equipment found to be in need of repair or replacement will be billed on a time and materials basis with prior County written approval required before work is performed. Scope of Services does not include outdoor posts or other required mounting locations, trenching, procurement, or installation of conduit and/or power requirements.

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay CONTRACTOR in accordance with the rates identified in Table B.1 – Schedule of Rates below, for a total amount not to exceed **\$54,495.70** for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<b>Table B.1 – Schedule of Rates</b>			
<b>A.1.1 Installation and Monitoring</b>	<b>Monthly Charge</b>	<b># of Months</b>	<b>Total</b>
Radio and Antenna Installation	N/A	N/A	\$5,431.87
Remote Monitoring Fire Alarm Via AES Radio	\$85.50	36	\$3,078.00
<b>A.1.2 Inspection</b>			
Initial Full Fire Alarm System Inspection	N/A	N/A	\$600.00
Quarterly Inspections Invoiced Monthly (25% of system inspected each Quarter)	\$1,075.00	36	\$38,700.00
<b>A.1.3 Replacement/Repairs</b>			
Additional Services	N/A	N/A	\$1,000.00

**EXHIBIT A -2 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

<b>A.1.4 Relocate Fire Control Panel/Radio Communication Panel</b>			
Relocate Fire Control Panel/Radio Communication Panel	N/A	N/A	\$5,685.83
<b>Total:</b>			<b>\$54,495.70</b>

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

**B.2 CONTRACTOR'S BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of services.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference the service location, Multi-Year Agreement (MYA) number (MYA 3000\*4988) and associated Delivery Order (DO) number for the service location. An original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-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.