

**RENEWAL AND AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
FIRST ALARM**

THIS RENEWAL AND AMENDMENT NO. 3 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, Agreement was amended by the Parties on August 21, 2020, (hereinafter, “Amendment No. 2”, including Exhibit A-2 – Scope of Services/Payment Provisions) to update the original Scope to include the relocation of a fire control and radio communication panel from the Project site and to increase the amount by \$5,685.83, which resulted in a not to exceed amount of \$54,495.70; and

WHEREAS, the Agreement expired on March 31, 2023 and the County has a continued need for services; and

WHEREAS, the Parties wish to renew the Agreement on similar terms retroactive to April 1, 2023; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for two (2) additional years through March 31, 2025 and to increase the Agreement’s amount by \$28,004.30 for a total not to exceed \$82,500 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend the second sentence of Section 2.0, “Payment Provisions”, to read as follows:

“The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$82,500.”

2. Amend the first sentence of Paragraph 3.01 under Section 3.0, “Term of Agreement”, to read as follows:

“The term of this Agreement is from April 1, 2020 to March 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.”

3. Amend to add the following sentence after the third paragraph under Section B.1 “Compensation/Payment” of Exhibit A-2 “Scope of Services/Payment Provisions”:

“Annually on July 1st of each year, CONTRACTOR may increase the Service Rates to reflect the current Consumer Price Index (CPI). Updated rates are to reflect the CPI increase or a 5% increase, whichever is less. Updated rates will be effective per fiscal year, commencing July 1st through June 30th of the following year.”

4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.
5. This Renewal and Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Renewal and Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR

By:

First Alarm

Contracts/Purchasing Officer

Contractor's Business Name*

Date:

By: **Jim Norkoli**
Digitally signed by Jim Norkoli
DN: cn=Jim Norkoli, o=First Alarm,
ou=President,
email=jnorkoli@firstalarm.com, c=US
Date: 2023.05.17 06:29:25 -0700

(Signature of Chair, President, or Vice-President)

Approved as to Fiscal Provisions:

Jim Norkoli **President**

DocuSigned by:
By: *Patricia Ruiz*

Auditor/Controller

Print Name and Title

Date: 6/7/2023

Date: 17 May 2023

Approved as to Liability Provisions:

By: **Jarl Saal**
Digitally signed by Jarl Saal
DN: cn=Jarl Saal, o=First Alarm, ou=Board
Chair, email=jsaal@firstalarm.com, c=US
Date: 2023.05.17 06:31:12 -0700

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Risk Management**

Jarl Saal, Secretary/Treasurer

Date:

Print Name and Title

Date: 17 May 2023

Approved as to Form:

Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
By: *Susan Blich*

Susan Blich

~~Amie K. Breton~~ **Deputy County Counsel**

Date: 6/7/2023

DS
SB

*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.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.