

Attachment B

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Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13441

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 4 to the Standard Agreement with A & B Fire Protection and Safety, Inc. to continue to provide services associated with the annual inspection of, testing of, and on-call maintenance services/repairs to fire sprinkler suppression systems in County owned buildings and facilities; and to increase the not to exceed amount by \$40,000 for a total amount not to exceed \$220,000 and extend the expiration date for one (1) additional year through March 1, 2019, for a revised term from December 1, 2014 to March 1, 2019; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to the Standard Agreement.

PASSED AND ADOPTED on this 27th day of February 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips and Parker

NOES: None

ABSENT: Supervisor Adams

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting February 27, 2018.

Dated: March 6, 2018
File ID: A 18-040

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 4
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
A & B FIRE PROTECTION AND SAFETY, INC.**

THIS AMENDMENT NO. 4 to the Standard Agreement 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, CONTRACTOR entered into a Standard Agreement with County on December 17, 2014 (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 (hereinafter, "services") through December 1, 2015 for an amount not to exceed \$37,325; and

WHEREAS, Agreement was amended by the Parties on December 8, 2015 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through December 1, 2016 and to increase the amount by \$50,000 which resulted in a total not to exceed amount of \$87,325; and

WHEREAS, Agreement was amended by the Parties on November 1, 2016 (hereinafter, "Amendment No. 2") to extend the term for three (3) additional months through March 1, 2017 with no associated dollar amount increase; and

WHEREAS, Agreement was amended by the Parties on February 23, 2017 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through March 1, 2018 and to increase the amount by \$92,675 which resulted in a total not to exceed amount of \$180,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow County staff to prepare and process a new Request for Qualifications; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) year to March 1, 2019 and to increase the amount by \$40,000 for a total not to exceed amount of \$220,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

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

1. Amend the second sentence of Section 2.01 under Paragraph 2.0, "Payment Provisions", to read as follows:

Amendment No. 4 to Standard Agreement
A & B Fire Protection and Safety, Inc.
Fire Sprinkler Suppression Systems
RMA – Public Works & Facilities
Term: December 1, 2014 – March 1, 2019
Not to Exceed: \$220,000

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 220,000.

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

The term of this Agreement is from December 1, 2014 to March 1, 2019, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 8.01 under Paragraph 8.0 "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

4. Amend the third Paragraph of Section 9.03 under Paragraph 9.0 "Insurance Requirements", to read as follows:

Business Automobile Liability Insurance. covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

Amendment No. 4 to Standard Agreement
A & B Fire Protection and Safety, Inc.
Fire Sprinkler Suppression Systems
RMA – Public Works & Facilities
Term: December 1, 2014 – March 1, 2019
Not to Exceed: \$220,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 3-7-18

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 2-8-18

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 2-9-18

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

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) managing members. 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.

CONTRACTOR*

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

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Kevin DeBelle V. Pres
(Print Name and Title)

Date: 1-29-2018

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: TODD FURY PRESIDENT/SECRETARY
(Print Name and Title)

Date: 1-30-18

Amendment No. 4 to Standard Agreement
A & B Fire Protection and Safety, Inc.
Fire Sprinkler Suppression Systems
RMA - Public Works & Facilities
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