



Monterey County Board of Supervisors

Board Order

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

www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Glenn Church to:

Agreement No.: A-16378

- a. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal and retroactive Amendment No. 3 to an Agreement with First Alarm, to provide remote fire alarm monitoring and scheduled inspection services at Probation's Juvenile Hall, to renew and extend for two additional years, for a revised term of April 1, 2020 to March 31, 2025, and to increase the Agreement's amount by \$28,004, for a revised total Agreement amount not to exceed \$82,500; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign future amendments to the Agreement where the amendments do not exceed 10% (\$8,250) of the Agreement amount and do not significantly alter the scope of services, for a not to exceed maximum of \$90,750.

PASSED AND ADOPTED on this 13th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

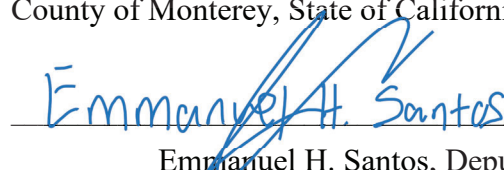
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 13, 2023.

Dated: June 14, 2023

File ID: A 23-233

Agenda Item No.: 39

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Emmanuel H. Santos, Deputy

**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

By: DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...

Contracts/Purchasing Officer

Date: 6/15/2023

Approved as to Fiscal Provisions:

By: DocuSigned by:
Patricia Ruiz
Auditor/Controller

Date: 6/7/2023

Approved as to Liability Provisions:

By: Risk Management**

Date: _____

Approved as to Form:

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

By: DocuSigned by:
Susan Blich
F0A42B0A560371C3...

~~Anne K. Breton~~ Susan Blich
~~Deputy County Counsel~~ ~~Chief Assistant County Counsel~~

Date: 6/7/2023

CONTRACTOR

First Alarm

Contractor's Business Name*

By: DocuSigned 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 06:28:52 -0700
(Signature of Chair, President, or
Vice-President)

Jim Norkoli President

Print Name and Title

Date: 17 May 2023

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

Jarl Saal, Secretary/Treasurer

Print Name and Title

Date: 17 May 2023

*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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
InterWest Insurance Serv., LLC
License #0B01094
330 Tres Pinos Road Suite A-1
Hollister CA 95023

CONTACT NAME: Lori Wagner

PHONE (A/C, No, Ext): 916-609-8457

FAX (A/C, No): 916-979-7992

E-MAIL ADDRESS: lwagner@jwins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

License#: 0B01094

INSURER A: Philadelphia Indemnity Ins. Co.

18058

INSURER B: Arch Insurance Company

11150

INSURER C: Travelers Casualty & Surety Co of America

31194

INSURER D:

INSURER E:

INSURER F:

INSURED
First Alarm
1111 Estates Drive
Aptos CA 95003

COVERAGES

CERTIFICATE NUMBER: 694266998

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD, XCU <input checked="" type="checkbox"/> E&O Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CONTRACTUAL LIAB	Y	Y	PHPK2425290	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK2425290	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB818545	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	ZAWCI9415705	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime / Fidelity (RLB) Rented/ Leased Borrowed Equipment			106353322 PHPK2425290	8/7/2021 7/1/2022	8/7/2022 7/1/2023	Limit \$1,000,000 RLB Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Building H, 855 E. Laurel Drive, Salinas The County of Monterey, its officers, agents and employees additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s).

CERTIFICATE HOLDER

CANCELLATION

County of Monterey
Probation Department
20 E. Alisal Street, 2nd Floor
Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: PHPK2425290

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Additional Insured As Required by Contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: PHPK2425290

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket Additional Insured As Required by Contract	Any/ All Alarm Services/ Various Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: **PHPK2425290**

PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY/NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name and Address of Person or Organization:

Any Person or Organization as Required by Written Contract.

It is understood and agreed that coverage for the person or organization shown in the above schedule is **primary and non-contributory** as respects liability created by the errors, acts or omissions of the named insured herein and subject to the terms and conditions in the Additional Insured Endorsement attached hereto.

All other terms, conditions, limitations, and exclusions of this policy are unchanged and applicable.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: PHPK2425290

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: PHPK2425290

COMMERCIAL AUTO
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	07/01/2022
Named Insured:	First Alarm

SCHEDULE

Name of Person(s) or Organization(s): Blanket where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Limited only to the operations of the insured, such insurance afforded by this endorsement for the additional insured shall apply as **primary insurance**. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

POLICY NUMBER: **PHPK2425290**

PHILADELPHIA INDEMNITY INS. CO.
PI-MANU-1 (01/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS,

5. is replaced by the following:

Transfer of rights of recovery against others to us

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an insured contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06
(Ed. 04-84)****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **INCL** % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE**PERSON OR ORGANIZATION****JOB DESCRIPTION**

**ANY PERSON OR ORGANIZATION WHERE
WAIVER OF OUR RIGHT TO RECOVER IS
PERMITTED BY LAW AND IS REQUIRED
BY WRITTEN CONTRACT PROVIDED SUCH
CONTRACT WAS EXECUTED PRIOR TO
DATE OF LOSS**

ALL JOBS UNDER CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **04-01-22**

Policy No. **ZAWCI9415705**

Endorsement No.

Insured **FIRST ALARM**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____