

**AMENDMENT NO. 4
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THE LABOR COMPLIANCE MANAGERS**

THIS AMENDMENT NO. 4 to Agreement No. A-13267 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and The Labor Compliance Managers (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 Agreement No. A-13267 with County on February 4, 2014 (hereinafter, “Agreement”) to provide on-call wage rate and labor compliance monitoring (hereinafter, “services”) which provided for an initial term to commence on December 1, 2013 through and including December 31, 2015 with the option to extend the Agreement for three (3) additional one (1) year increments at the County’s discretion for an amount not to exceed \$50,000; and

WHEREAS, Agreement was amended by the Parties on April 5, 2015 (hereinafter, “Amendment No. 1”) to extend the term for one (1) additional year through December 31, 2016 and to increase the amount by \$37,400 which resulted in a not to exceed amount of \$87,400; and

WHEREAS, Agreement was amended by the Parties on September 12, 2016 (hereinafter, “Amendment No. 2”) to extend the term for one (1) additional year to December 31, 2017 and to increase the amount by \$145,000 which resulted in a not to exceed amount of \$232,400; and

WHEREAS, Agreement was amended by the Parties on July 18, 2017 (hereinafter, “Amendment No. 3”) to extend the term for one (1) additional year to December 31, 2018 and to increase the amount by \$120,000 which resulted in a not to exceed amount of \$352,400; and

WHEREAS, the County has a continued need for services to complete the East Garrison Development Project (hereinafter, “Project”); and

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

WHEREAS, the Parties wish to further amend the Agreement as it relates to the Project to extend the term for two (2) additional years to December 31, 2020 with no associated dollar amount increase 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 first sentence of Paragraph 3.1 under Section 3.0, “Term of Agreement”, to read as follows:

The initial term shall commence on December 1, 2013 through and including December 31, 2020.

2. Amend Paragraph 5.1 under Section 5.0, “Invoices and Purchase Orders”, to read as follows:

Invoices for all services rendered under this AGREEMENT shall reference the Project name, Multi-Year Agreement (MYA) #3000*1633 and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

County of Monterey
Resource Management Agency (RMA)
1441 Shilling Place, South 2nd Floor
Salinas, California 93901

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-GP@co.monterey.ca.us.

3. Delete the first sentence of Paragraph 5.2 under Section 5.0, “Invoices and Purchase Orders”.
4. Amend the “Business Automobile Liability Insurance” section of Paragraph 7.3, “Insurance Coverage Requirements” under Section 7.0, “Insurance Requirements”, to read as follows:

Business Automobile Liability Insurance, covering all motor vehicles, including 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. Delete the “Professional Liability Insurance” section of Paragraph 7.3, “Insurance Coverage Requirements” under Section 7.0, “Insurance Requirements”.

6. Amend second paragraph of Paragraph 21.1 of Section 21.0, "Notices", to read as follows:

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Melanie Beretti
Special Programs Manager
County of Monterey, Resource Management Agency
1441 Schilling Place – South, 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-5285
Email: berettim@co.monterey.ca.us

TO CONTRACTOR:

Lindley Robertson, MPA
Owner and Executive Director
The Labor Compliance Managers
1900 The Alameda, Suite 620
San Jose, California 95126
Phone: (408) 418-3325 / (408) 516-7238
Email: lin.tlcm@gmail.com

7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
8. 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.
9. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

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

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

The Labor Compliance Managers
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Lindley Robertson, Owner
(Print Name and Title)

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 12/4/18

Date: _____

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

Approved as to Fiscal Provisions

Its: _____
(Print Name and Title)

By: _____
Auditor/Controller

Date: _____

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, 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) 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.

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

CONTRACTOR*

By: 
Contracts/Purchasing Officer

The Labor Compliance Managers
Contractor's Business Name

Date: 12 December 2018

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Lindley Robertson, Owner
(Print Name and Title)

By: 
Brian P. Briggs
Deputy County Counsel

Date: 12/4/18

Date: 12-11-18

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

Approved as to Fiscal Provisions

Its: _____
(Print Name and Title)

By: 
Auditor/Controller

Date: _____

Date: 12-11-18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, 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) 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.



THELABO-01

NDELACRUZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2018

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).

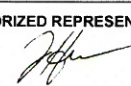
PRODUCER License # 0F82764 Inszone Insurance Services, Inc. 2721 Citrus Road Suite A Rancho Cordova, CA 95742	CONTACT NAME: Anna Iluskina PHONE (A/C, No, Ext): (916) 842-3002 E-MAIL ADDRESS: ailuskina@inszoneins.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Labor Compliance Managers 1900 The Alameda Suite 620 San Jose, CA 95126	INSURER A : AmGUARD Insurance Company		42390
	INSURER B : United Financial Casualty Co.		11770
	INSURER C : State Compensation Ins Fund		35076
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		LABP918699	5/16/2018	5/16/2019	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Included
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	05362029-6	7/2/2018	1/2/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9231655-2018	5/16/2018	5/16/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Resource Management Agency, The County of Monterey, its agents, officers and employees are included as Additional Insured in regards to General Liability and Commercial Auto per attached endorsement. Primary and Non-Contributory coverage applies. Waiver of Subrogation applies to Commercial Auto per attached endorsement.

CERTIFICATE HOLDER Resource Management Agency County of Monterey 168 W Alisal St., 2nd Floor Salinas, CA 93901	CANCELLATION 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 
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INSZONE INSURANCE
2721 CITRUS RD STE A
RANCHO CORDOVA, CA 95742
1-877-308-9663



Policy number: 05362029-6

Underwritten by:
United Financial Cas Co
November 27, 2018
Page 1 of 2

Certificate of Insurance

Certificate Holder

Additional Insured
COUNTY OF MONTEREY, ITS AGENTS,
OFFICERS AND EMPLOYEES
168 W ALISAL
SALINAS, CA 93901

Insured

THE LABOR COMPLIANCE
MANAGERS
1900 ALEMADA SUITE 620
SAN JOSE, CA 95126

Agent

INSZONE INSURANCE
2721 CITRUS RD STE A
RANCHO CORDOVA, CA 95742

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jul 2, 2018

Policy Expiration Date: Jan 2, 2019

Insurance coverage(s)

Limits

Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$250,000/\$500,000
Employer's Non-Owned Auto BIPD	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2011 KIA SORENTO 5XYKT3A11BG148521

Medical Payments	\$1,000
Comprehensive	\$100 Ded
Collision	\$100 w/Waiver Ded
Rental Reimbursement	\$50 Per Day (\$1500 Max)
Roadside Assistance	Selected

2012 KIA SORENTO 5XYKW4A28CG263107

Medical Payments	\$1,000
Comprehensive	\$100 Ded
Collision	\$100 w/Waiver Ded
Rental Reimbursement	\$50 Per Day (\$1500 Max)
Roadside Assistance	Selected

Policy number: 05362029-6

Page 2 of 2

COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES IS PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED REGARDLESS OF WHETHER HOLDER IS A NAMED INSURED OF ANY OTHER POLICY

Certificate number

33118A12029

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be "K. P. [unclear]".

Form 5241 (10/02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph H. **Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
County of Monterey, its agents, officers and employees.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured** in **Section II – Liability**:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

Additional Insured Endorsement

Name of Person or Organization

COUNTY OF MONTEREY
ITS AGENTS, OFFICERS AND EMPLOYEES
168 W. ALISAL ST. 2ND FLOOR
SALINAS, CA 93901

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liability 1,000,000 CSL	each accident	

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 05362029-6

Issued to (Name of Insured): THE LABOR COMPLIANCE MANAGERS

Effective date of endorsement: 11/20/2018

Policy expiration date: 01/02/2019

Form 1198 (01/04)

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

Motor Truck Cargo Legal Liability Coverage Form

Commercial General Liability Coverage Form

We agree to waive any and all subrogation claims against the person or organization designated below except for losses that are due in whole or part to the negligence or errors and omissions of the designated person or organization.

County of Monterey, its agents, officers and employees

168 W Alisal St., 2nd Floor

Salinas, CA 93901

This endorsement applies to Policy Number: **053620296**

Issued to: THE LABOR COMPLIANCE MANAGERS

Endorsement Effective: 11/27/2018

Expiration: 01/02/2019

All other terms, limits and provisions of this policy remain unchanged.