

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
FIRST ALARM**

THIS AMENDMENT NO. 1 to the Agreement (“AGREEMENT”) for the provision of security system monitoring services is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County"), on behalf of Monterey County Health Department, and First Alarm (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on June 14, 2018, County and CONTRACTOR entered into AGREEMENT in the amount of \$2,790.00 with a term of July 1, 2018 through June 30, 2021; and

WHEREAS, County and CONTRACTOR wish to amend the AGREEMENT to extend the term, replace the SCOPE OF SERVICES/PAYMENT PROVISIONS with EXHIBIT A-1 and increase the total amount of the AGREEMENT due to the extended term and added services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend AGREEMENT in the following manner:

1. Paragraph 2.0 “PAYMENT PROVISIONS” shall be amended by removing “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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 \$2,790” and replacing it with “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, 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 \$8,935.”

2. Paragraph 3.0 “TERM OF AGREEMENT” shall be amended by removing “The term of this AGREEMENT is from July 1, 2018 to June 30, 2021, unless sooner terminated pursuant to the terms of the AGREEMENT” and replacing it with “The term of this AGREEMENT is from July 1, 2018 to June 30, 2023 unless sooner terminated pursuant to the terms of this AGREEMENT.”

3. EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1. This EXHIBIT A-1 is effective July 1, 2021 through June 30, 2023.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT that are unchanged and unaffected by this AMENDMENT NO. 1 shall continue in full force and effect as set forth in the AGREEMENT.

5. This AMENDMENT NO. 1 shall be effective July 1, 2021.

6. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on June 14, 2018.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____

First Alarm

Contracts/Purchasing Officer

Contractor's Business Name*

Date: _____

By: _____

By: Mark Demler

Department Head (if applicable)

(Signature of Chair, President, or VicePresident)*

Date: _____

Vice President - Operations & Technology

By: _____

Board of Supervisors (if applicable)

Name and Title

Date: _____

Date: 7/7/2021

Approved as to Form¹

By: Stacy Saitta

Deputy County Counsel

By: Audrey Pierson

County Counsel

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

Date: 7/22/2021 | 3:53 PM PDT

VP - Sales

Name and Title

Approved as to Fiscal Provisions²

By: Gary Giboney

Chief Deputy Auditor-Controller

Date: 7/29/2021

Auditor/Controller

Date: 7/22/2021 | 4:09 PM PDT

Approved as to Liability Provisions³

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) 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.

¹Approval by County Counsel is required.

²Approval by Auditor-Controller is required.

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Standard County Agreement.