

AMENDMENT #1 TO AGREEMENT

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & TELSTAR INSTRUMENTS

THIS AMENDMENT is made to the AGREEMENT for preventative maintenance and emergency repairs, troubleshooting on sewage grinding equipment, pumps and controls Monterey County Adult Correction Facility by and between **TELSTAR INSTRUMENTS**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on July 9, 2018; and

WHEREAS, the County and CONTRACTOR wish to increase the AGREEMENT by \$125,000.00 for a new not to exceed sum of \$224,000.00 to provide funding through June 14, 2022; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the agreement for two (2) additional years through June 14, 2022; and

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

1. Section 1., “PAYMENT PROVISIONS” shall be amended by removing, “*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$99,000.00*”, and replacing it with, “*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$224,000.00*”.
2. Section 3., “TERM OF AGREEMENT” shall be amended by removing, “*The term of this Agreement is from 6/15/2018 to 6/14/2020*” and replacing it with, “*The term of this Agreement is from 6/15/2018 to 6/14/2022*”.
3. EXHIBIT A – Scope of Services shall be amended by adding Exhibit A-1 per Amendment #1 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 9, 2018.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Telstar Instruments

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

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

Dated: _____

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

Telstar Instruments
Amount: \$224,000.00
Term: 06/15/2018 to 06/14/2022

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EXHIBIT A-1

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Telstar Instruments, hereinafter referred to as
"CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

In addition to services previously outlined in Exhibit A the following apply:

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Install Wet Well Mixer Pump
Provide maintenance, repair and emergency services on pumps (i.e. Wet Well Mixer, Flygt, Homa, etc.)

The Corrections Bureau Facilities Commander and the Monterey County Resource Agency Facilities Manager shall both be contacted to arrange for the installation of the Wet Well Mixer since it is located on site of the Corrections Facility. Please use the following email when sending quotes so that all pertinent parties are informed:

251-Maintenance-issues@co.monterey.ca.us

A.2 Reports

Any and all technician notes should be provided back to Monterey County Resource Facilities Manager, by emailing them to the email listed above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$224,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Installation of Wet Well Mixer Pump	\$9,716.00
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CONTRACTOR warrants that the cost charged for services under the terms of this

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contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

-- end of Exhibit A-1--

Telstar Instruments
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