

**RENEWAL AND AMENDMENT NO. 7  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN RFI Enterprises Inc. AND  
THE NATIVIDAD MEDICAL CENTER  
FOR**

**Inspection and Repairs to Smoke Alarms and Fire Sprinklers Services**

This Renewal and Amendment No. 7 to Professional Services Agreement (“Agreement”), dated July 1, 2006, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and RFI Enterprises Inc. (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2007 via Renewal Amendment No. 1, on July 1, 2008 via Renewal Amendment No. 2, on July 1, 2009 via Renewal Amendment No. 3, on July 1, 2010 via Renewal Amendment No. 4, on July 1, 2011 via Renewal Amendment No. 5, and on July 1, 2012 via Amendment No. 6; and

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-10296/MYA547).
2. Section 3. “TERM OF AGREEMENT” shall be amended by removing, “*The term of this Agreement is from July 1, 2006 to June 30, 2007 unless sooner terminated pursuant to this Agreement*” and replacing it with “*The term of this Agreement is July 1, 2006 to June 30, 2014 unless sooner terminated pursuant to this Agreement*”.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, and 6 are unchanged and unaffected by this Renewal and Amendment No. 7 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Renewal and Amendment No. 7 and all previous amendments shall be attached to the original Agreement (No. MYA547).
5. The effective date of this Renewal and Amendment No. 7 is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**Natividad Medical Center**

By: \_\_\_\_\_  
Sid Cato, NMC Contracts Manager

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Harry Weis, NMC Chief Executive Officer

Date: 5/20/13

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Anne Brauer  
Monterey County, Deputy County Counsel

Date: \_\_\_\_\_

**APPROVED AS TO FISCAL PROVISIONS**

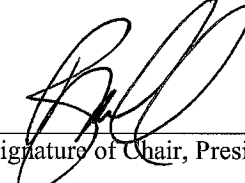
By: \_\_\_\_\_  
Gary Giboney  
Monterey County Auditor/Controller's Office

Date: \_\_\_\_\_

**Contractor**

RFI Enterprises, Inc.

**Contractor's Business Name\*\*\*** (see instructions)

 \_\_\_\_\_  
Signature of Chair, President, or Vice-President

Brad J. Wilson CPP President

\_\_\_\_\_  
Name and Title

Date: May 13, 2013

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

Michelle Brooks CFO

\_\_\_\_\_  
Name and Title

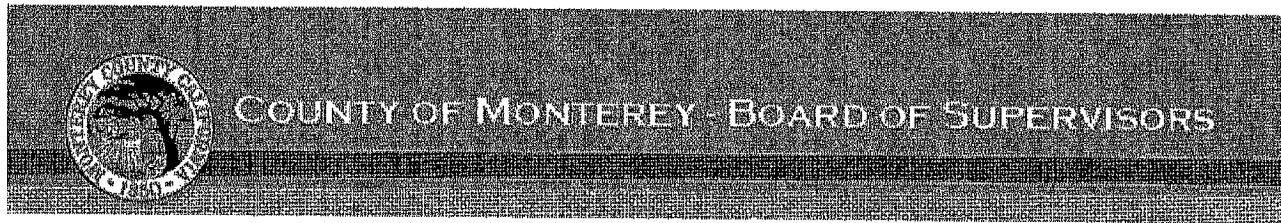
Date: May 13, 2013

**\*\*\*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 (two signatures required).

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 (two signatures required).

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)



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File #:	A 12-088	Version: 1	Name:	RFI Enterprises Inc. Amendment #6
Type:	BoS Agreement		Status:	Consent Agenda
File created:	5/13/2012		In control:	Board of Supervisors
On agenda:	6/12/2012		Final action:	

**Title:** Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10296) with RFI Enterprises Inc. for Inspection and Repair of Smoke Alarm and Fire Sprinkler Services at NMC, extending the Agreement to June 30, 2013 and adding \$20,000 for a revised total Agreement amount not to exceed \$130,000 in the aggregate.

**Attachments:** [RFI Enterprises, Completed Board Order Item 56](#)

[History \(0\)](#)   
[Text](#)

**Title**

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10296) with RFI Enterprises Inc. for Inspection and Repair of Smoke Alarm and Fire Sprinkler Services at NMC, extending the Agreement to June 30, 2013 and adding \$20,000 for a revised total Agreement amount not to exceed \$130,000 in the aggregate.

**Body**

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10296) with RFI Enterprises Inc. for Inspection and Repair of Smoke Alarm and Fire Sprinkler Services at NMC, extending the Agreement to June 30, 2013 and adding \$20,000 for a revised total Agreement amount not to exceed \$130,000 in the aggregate.

**SUMMARY/DISCUSSION:**

RFI Enterprises provides inspection and repair services on smoke alarm and fire sprinkler systems and components for Natividad Medical Center. These systems serve patient care areas throughout the hospital, as well as staff areas, the data server room, and the kitchen.

These systems and components are vital to patient safety at NMC and are regulated and audited by the Joint Commission (TJC), and the state of California through Title 22 and Title 24, as well as State and Federal Fire Codes.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

**FINANCING:**

The cost for this Amendment is \$20,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: James Kari, Engineering Director, 783-2602  
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Agreement, Amendments 1, 2, 3, 4, 5 and 6.



## Monterey County

### Board Order

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

#### Agreement No. A-10296

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 6 to the Agreement (A-10296) with RFI Enterprises Inc. for Inspection and Repair of Smoke Alarm and Fire Sprinkler Services at NMC, extending the Agreement to June 30, 2013 and adding \$20,000 for a revised total Agreement amount not to exceed \$130,000 in the aggregate.

PASSED AND ADOPTED on this 12th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on June 12, 2012.

Dated: July 31, 2012  
File Number: A 12-088

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**AMENDMENT NO. 6  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN RFI Enterprises INC AND  
THE NATIVIDAD MEDICAL CENTER  
FOR**

**Inspection and Repairs to Smoke Alarms and Fire Sprinklers Services**

This Amendment No. 6 to Professional Services Agreement ("Agreement"), dated July 1, 2006, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and RFI Enterprises INC(Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor amended the Agreement previously on July 1, 2007 via Amendment No. 1, on July 1, 2008 via Amendment No. 2, on July 1, 2009 via Amendment No.3, on July 1, 2010 via Amendment No. 4 and July 1, 2011 via Renewal.

**WHEREAS**, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

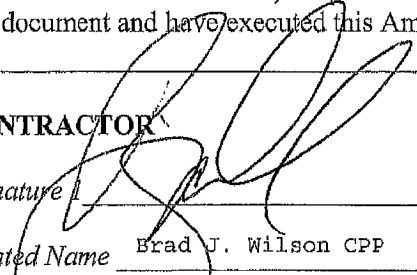
**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.A-12096).
2. Section 2. , "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$20,000.00*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-12096) shall not exceed the total sum of \$130,000.00 for the full term of the Agreement.*"
3. Section 3. , "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2006 to June 30, 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2006 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4 and Renewal (Amend#5) 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 this Amendment and all previous amendments shall be attached to the original Agreement (No.SC2341).
6. The effective date of this Amendment is July1, 2012.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.


**CONTRACTOR**

Signature 1 

Dated April 26, 2012

Printed Name Brad J. Wilson CPP

Title President

Signature 2 

Dated April 26, 2012

Printed Name Michelle Brooks

Title CFO

*\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

**NATIVIDAD MEDICAL CENTER**

Signature   
Purchasing Manager

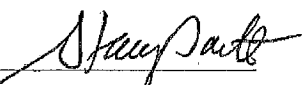
Dated 7-21-12

Signature   
NMC - CEO

Dated 5/7/12

**Approved as to Legality and Legal Form:**


Charles J. McKee, County Counsel

By 

Stacy Saetta, Deputy  
Attorneys for County and NMC

Dated: 5/8, 2012

Reviewed as to fiscal provisions

  
Auditor/Controller  
County of Monterey

3-9-12

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>October 25, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	a. Approve Renewal to the Agreement (SC*961) with RFI Enterprises Inc. ("Renewal to the Agreement") to continue providing inspection and repair of smoke alarm and fire sprinkler services at NMC in an amount not to exceed \$110,000 in the aggregate and to renew the term from July 1, 2011 to June 30, 2012; and b. Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Renewal to the Agreement.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors:

- a. Approve Renewal to the Agreement (SC\*961) with RFI Enterprises Inc. ("Renewal to the Agreement") to continue providing inspection and repair of smoke alarm and fire sprinkler services at NMC in an amount not to exceed \$110,000 in the aggregate and to renew the term from July 1, 2011 to June 30, 2012.; and
- b. Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the Renewal to the Agreement.

**SUMMARY/DISCUSSION:**

RFI Enterprises provides inspection and repair services on smoke alarm and fire sprinkler systems and components for Natividad Medical Center. These systems serve patient care areas throughout the hospital, as well as staff areas, the data server room, and the kitchen.

These systems and components are vital to patient safety at NMC and are regulated and audited by the Joint Commission (TJC), and the state of California through Title 22 and Title 24, as well as State and Federal Fire Codes.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Renewal as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Renewal as to fiscal provisions. Copies of the Renewal are on file with the Clerk of the Board.

**FINANCING:**

The cost for this Renewal is \$15,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by:  
James Kari, 755-4081  
Director of Engineering  
August 5, 2011

\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Amendments 1, 2, 3, 4, 5, Agreement, Board Order  
Attachments are on file with the Clerk of the Board



Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No.: A-10296

- a. Approve Renewal to the Agreement (SC\*961 )  
with RFI Enterprises Inc. ("Renewal to the )  
Agreement") to continue providing inspection )  
and repair of smoke alarm and fire sprinkler )  
services at NMC in an amount not to exceed )  
\$110,000 in the aggregate and to renew the )  
term from July 1, 2011 to June 30, 2012.; and )
- b. Authorize the Purchasing Manager for )  
Natividad Medical Center (NMC) to execute )  
the Renewal to the Agreement..... )

Upon motion of Supervisor Salinas seconded by Supervisor Potter, and carried by those members present, the Board hereby;

- a. Approved Renewal to the Agreement (SC\*961) with RFI Enterprises Inc. ("Renewal to the Agreement") to continue providing inspection and repair of smoke alarm and fire sprinkler services at NMC in an amount not to exceed \$110,000 in the aggregate and to renew the term from July 1, 2011 to June 30, 2012.; and
- b. Authorizes the Purchasing Manager for Natividad Medical Center (NMC) to execute the Renewal to the Agreement.

PASSED AND ADOPTED on this 1st day of November 2011, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, Parker and Potter  
 NOES: None  
 ABSENT: Supervisor Armenta

I, Gail T. Borkowski, 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 75 for the meeting on November 1, 2011.

Dated: November 1, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**RENEWAL  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
RFI ENTERPRISES INC**

**THIS RENEWAL** to the County of Monterey Agreement for Professional Services (hereinafter, "RENEWAL") is made and entered into, by and between the Natividad Medical Center (County of Monterey), a political subdivision of the State of California (hereinafter, "County"), and RFI Enterprises Inc. (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

**WHEREAS**, the Parties had previously entered into an Agreement for Professional Services (hereinafter, "Agreement"), on July 1, 2006; and

**WHEREAS**, the Agreement was amended on July 1, 2007 (hereinafter, "Amendment No. 1"); and

**WHEREAS**, the Agreement was amended on July 1, 2008 (hereinafter, "Amendment No. 2"); and

**WHEREAS**, the Agreement was amended on July 1, 2009 (hereinafter, "Amendment No. 3"); and

**WHEREAS**, the Agreement was amended on July 1, 2010 (hereinafter, "Amendment No. 4"); and

**WHEREAS**, the Agreement and all Amendments are attached hereto as Attachment 1; and

**WHEREAS**, that Agreement expired on June 30, 2011; and

**WHEREAS**, the Parties wish to renew the Agreement on the same or similar terms, beginning July 1, 2011 and increase the amount payable by \$15,000 to continue to provide services associated with Inspection and Repairs of Smoke Alarms and Fire Sprinkler services within the County of Monterey.

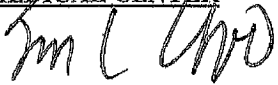
**NOW THEREFORE**, the Parties agree as follows:

1. The Agreement is hereby renewed on its prior terms and conditions as set forth in Attachment 1, incorporated herein by this reference, except as specifically set forth below.
2. The term of this RENEWAL is from July 1, 2011 to June 30, 2012 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.


3. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR shall not exceed the sum of \$110,000.
4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:


**NATIVIDAD  
MEDICAL CENTER**

By:   
NMC Contracts/Purchasing Agent

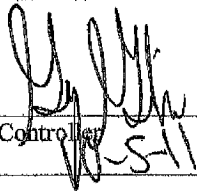
Date: 11-29-11

By:   
Department Head (if applicable)

Date: 12/3/11

By:   
Stacy Saetta, Deputy County Counsel


Date: 10/4/11

By:   
Auditor/Controller

Date: 11-5-11


**CONTRACTOR**

RFI Enterprises, Inc  
Contractor's Business Name\*\*\*

  
Signature of Chair, President, or Vice-President

Michelle Brooks CFO  
Name and Title

Date: 09/14/2011

By:   
Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer

Michelle Brooks Secretary  
Name and Title

Date: 09/14/2011

\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	<b>September 13, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (SC*961) with RFI Enterprises Inc. for Inspection and Repair of Smoke Alarm and Fire Sprinkler Services at NMC in an amount not to exceed \$110,000 in the aggregate and \$15,000 for the period July 1, 2011 to June 30, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (SC\*961) with RFI Enterprises Inc. for Inspection and Repair of Smoke Alarm and Fire Sprinkler Services at NMC in an amount not to exceed \$110,000 in the aggregate and \$15,000 for the period July 1, 2011 to June 30, 2012.

**SUMMARY/DISCUSSION:**

RFI Enterprises provides inspection and repair services on smoke alarm and fire sprinkler systems and components for Natividad Medical Center. These systems serve patient care areas throughout the hospital, as well as staff areas, the data server room, and the kitchen.

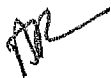
These systems and components are vital to patient safety at NMC and are regulated and audited by the Joint Commission (TJC), and the state of California through Title 22 and Title 24, as well as State and Federal Fire Codes.

**OTHER AGENCY INVOLVEMENT:**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

**FINANCING:**

The cost for this Agreement/Amendment is \$15,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by:   
James Kari, 755-4081  
Director of Engineering  
August 5, 2011

  
\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Amendments 1, 2, 3, 4, 5, Agreement, Board Order  
Attachments are on file with the Clerk of the Board

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment )  
No. 5 to the Agreement (SC\*961) with RFI )  
Enterprises Inc. for Inspection and Repair of )  
Smoke Alarm and Fire Sprinkler Services at NMC )  
in an amount not to exceed \$110,000 in the )  
aggregate and \$15,000 for the period July 1, 2011 )  
to June 30, 2012..... )

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried by those members present, the Board hereby;

Authorizes the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 5 to the Agreement (SC\*961) with RFI Enterprises Inc. for Inspection and Repair of Smoke Alarm and Fire Sprinkler Services at NMC in an amount not to exceed \$110,000 in the aggregate and \$15,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED this 13<sup>th</sup> day of September 2011 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

I, Gail T. Borkowski, 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 \_\_\_ for the meeting on \_\_\_\_\_.

Dated:

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_

Deputy

**RENEWAL AMENDMENT NO. 5  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN RFI Enterprises INC and  
THE NATIVIDAD MEDICAL CENTER  
FOR**

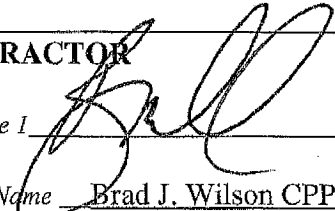
**Inspection and Repairs of Smoke Alarms and Fire Sprinklers**

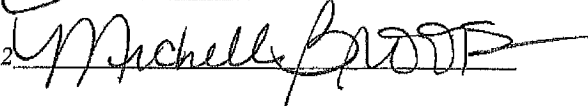
The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and RFI Enterprises INC (Contractor), hereby agree to renew their Agreement No. (SC 0961) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC 0961).
2. This Amendment shall become effective on July 1, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (SC 0961) shall not exceed the total sum of \$110,000 for the full term of the Agreement and \$15,000 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC 0961).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature 1  Dated 7/25/11  
 Printed Name Brad J. Wilson CPP Title President

Signature 2  Dated 7/25/11  
 Printed Name Michelle Brooks Title CFO

*\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*


**NATIVIDAD MEDICAL CENTER**


Signature \_\_\_\_\_ Dated \_\_\_\_\_  
Purchasing Manager

Signature  Dated 8/1/11  
NMC - CEO

**Approved as to Legal Form:**

Charles J. McKee, County Counsel

By   
Stacy Saetta, Deputy  
Attorneys for County and NMC

*Reviewed as to fiscal provisions*  
  
Additor-Controller  
County of Monterey  
8-3-11

Dated: 8/2, 2011

**RENEWAL AMENDMENT NO. 4  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN RFI Enterprises Inc. AND  
THE COUNTY OF MONTEREY**

**FOR  
Inspection and Repairs of Smoke Alarms and Fire Sprinklers**

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and RFI Enterprises Inc. (Contractor), hereby agree to renew their Agreement No. (BPO 520) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO 520).
2. This Renewal Amendment shall become effective on July 01, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO 520) shall not exceed the total sum of \$95,000.00 for the full term of the Agreement and \$15,000.00 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 520).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature

Dated

3/29/10

Printed Name

Brad J. Wilson CPP

Title

President

**COUNTY OF MONTEREY**

Signature

Purchasing Manager

Dated

4/28/10

Signature

NMC - CEO

Dated

4/2/10

**Approved as to Legal Form:**

Charles J. McKee, County Counsel

By

William Litt, Deputy  
Attorneys for County and NMC

Stacy Saetta

Reviewed as to fiscal provisions

  
Auditor-Controller  
County of Monterey

Dated:

4/19, 2010

4-20-10

**RENEWAL AMENDMENT NO. 3**  
**FOR PROFESSIONAL SERVICE AGREEMENT**  
**BETWEEN RFI Enterprises Inc. AND**  
**THE COUNTY OF MONTEREY**  
**FOR**  
**Inspection and Repairs of Smoke Alarms and Fire Sprinklers**

The parties to Professional Service Agreement, dated July 01, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and RFI Enterprises Inc. (Contractor), hereby agree to renew their Agreement No. (B960953187) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960953187).
2. This Renewal Amendment shall become effective on July 01, 2009 and shall continue in full force and extending the term date until June 30, 2010.
- CP 3. The total amount payable by County to Contractor under Agreement No. (B960953187) shall not exceed the total sum of \$80,000.00 for the full term of the Agreement and \$20,000.00 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960953187).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature 

Dated 4/03/09

Printed Name Brad J. Wilson CPP

Title President

**COUNTY OF MONTEREY**

Signature 

Dated 5/27/09

Purchasing Manager

Signature 

Dated 4/21/09

NMC - CEO

**Approved as to Legal Form:**

Charles J. McKee, County Counsel

By 

William Litt, Deputy  
Attorneys for County and NMC

Dated: 4/30, 2009

Reviewed as to fiscal provisions  
  
Auditor-Controller  
County of Monterey  
4-30-09



**RENEWAL AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN RFI Enterprises Inc AND  
THE COUNTY OF MONTEREY  
FOR  
Inspection & Repair of Smoke Alarms and Fire Sprinklers**

The parties to Professional Service Agreement, dated July 9, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and RFI Enterprises Inc (Contractor), hereby agree to renew their Agreement No. (B960853187) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (B960853187).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (B960853187) shall not exceed the total sum of \$40,000.00 for the full term of the Agreement; and \$20,000.00 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (B960853187).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR:** RFI ENTERPRISES, INC.


Signature 

Dated April 22, 2008

Printed Name Brad J. Wilson CPP

Title President

**COUNTY OF MONTEREY**

Signature 

Dated 7/15/08

Purchasing Manager

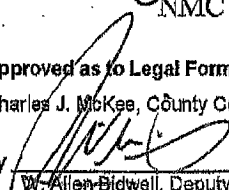
Signature 

Dated MAY 30 2008

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By  W. Allen Bidwell, Deputy  
Attorneys for County and NMC

Dated: 5/27 2008

(Original Agreement No. (B960753187))

**RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN RFI Enterprises, INC. AND  
THE COUNTY OF MONTEREY  
FOR  
Inspection & Repair of Smoke Alarms & Fire Sprinklers**

The parties to Professional Service Agreement, dated July 1<sup>st</sup>, 2006 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and RFI Enterprises, INC. (Contractor), hereby agree to renew their Agreement No. B960753187 on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. B960753187
2. This Renewal Amendment shall become effective on July 1<sup>st</sup>, 2007 and shall continue in full force and extending the term date until July 30<sup>th</sup>, 2008
4. The total amount payable by County to Contractor under Agreement No. B960753187 shall not exceed the total sum of ~~\$35,000.00~~ <sup>\$40,000.00</sup> for the full term of the Agreement; and ~~\$15,000.00~~ <sup>\$20,000.00</sup> for fiscal year 2007-2008.
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. B960753187

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR** RFI ENTERPRISES, INC.

Signature

Dated May 23, 2007

Printed Name Brad J. Wilson CPP

Title President

**COUNTY OF MONTEREY**

Signature

Dated 7-10-07

Purchasing Manager

Signature

Dated 6/25/07

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By

W. Allen Bidwell, Deputy  
Attorneys for County and NMC

Dated: 06-27, 2007

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(NOT TO EXCEED \$25,000)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and RFI Enterprises, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide inspection and repair of smoke alarms and fire sprinklers throughout Natividad Medical Center

2. **PAYMENTS BY COUNTY.** 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 \$ 20,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2006 to June 30, 2007, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A** Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. 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.

## 9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

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 \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
	Brad J. Wilson CPP President
Name and Title	Name and Title
	360 Turtle Creek Court San Jose 95125
Address	Address
	408-298-5400
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner

or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.



15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]  
Purchasing Manager

Date: 8-16-06

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions<sup>1</sup>

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

RISK MANAGEMENT  
COUNTY OF MONTEREY  
Approved as to Liability Provisions<sup>2</sup>  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: \_\_\_\_\_  
Risk Management

Date: By: [Signature]  
Date: 8/16/06

CONTRACTOR

RFI Communications and Security  
Systems  
Contractor's Business Name\*

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

Brad J. Wilson CPP President  
Name and Title

Date: 7/27/06

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

Michelle Brooks Secretary  
Name and Title

Date: 7/27/06

\*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.

<sup>1</sup>Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

<sup>2</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

## EXHIBIT A

### Scope of Services

CONTRACTOR shall provide inspection and repair of smoke alarms and fire sprinklers throughout Natividad Medical Center.

### Payment Provisions

1. Subject to the limitations set forth herein, County shall pay to CONTRACTOR during the term of July 1, 2006 to June 30, 2007. The maximum obligation of the County for services provided hereunder shall be \$20,000.00.
2. If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to date of cancellation not to exceed the maximum amount listed above.
3. If County certified payment at a lesser amount than the amount requested, County shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the County within 20 days after the CONTRACTOR's receipt of the County notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
4. County will pay CONTRACTOR the following rate fees:
  - Inspections will be based on quotes
  - \$125.00/hour (2-hour minimum)
  - Materials are to be billed separately
5. Other payment provisions are set forth in Section 6 of the Agreement.



# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
07/07/2012

NAME OF INSURED: R F I Enterprises, Inc.  
dba R F I Communications and Security Systems

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

General Liability Form(s):

Additional Insured and Primary Wording per attached CGD2460805.

Automobile Liability Form(s):

Additional Insured per attached CAT3530212.

Primary Wording as required by written contract per attached CA00010306.

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

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.



## COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2), of SECTION II – LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4), of SECTION II – LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.**

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,** and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**\*\*\* 5. Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to

YEAR

20  **Withholding Exemption Certificate**

CALIFORNIA FORM

**590**

(This form can only be used to certify exemption from nonresident withholding under California R&amp;TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent.  
(Please type or print)

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's  Social security number  
 SOS. no.  California corp. no.  FEIN

Note:

Failure to furnish your identification number will make this certificate void.

RFI Enterprises, Inc

7 7 - 0 0 6 2 5 1 1

Vendor/Payee's address (number and street)

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

360 Turtle Creek Court

( 408 ) 298-5400

City

State

ZIP Code

San Jose

CA

95125

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

 **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

 **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

 **Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

 **Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

 **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

 **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 **California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

 **Estates — Certification of Residency of Deceased Person:**

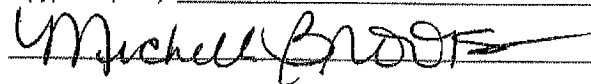
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Michelle Brooks CFO

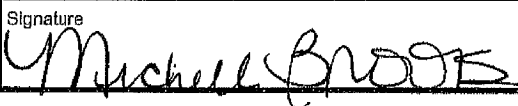
Vendor/Payee's signature ▶



Date

## VENDOR DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Monterey)

<b>1</b>	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 <sup>rd</sup> Floor Salinas, CA 93901  Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by County to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.  See Privacy Statement and Residency Information on reverse side.	
<b>2</b>	CHECK THE BOX WHICH DESCRIBES YOUR PRIMARY BUSINESS		
VENDOR ACTIVITY	<input type="checkbox"/> EQUIPMENT & SUPPLIES <input checked="" type="checkbox"/> SERVICES - NON-MEDICAL <input type="checkbox"/> SERVICES - MEDICAL <input type="checkbox"/> RENT/LEASES  <input type="checkbox"/> ATTORNEY FEES <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> PRIZES & AWARDS <input type="checkbox"/> OTHER _____		
<b>3</b>	VENDOR'S LEGAL NAME (as shown on your income tax return) RFI Enterprises, Inc	PHONE NUMBER 408-298-5400	FAX NUMBER 408-882-4401
NAME AND ADDRESS	BUSINESS NAME / DBA (if different from line 1) RFI Communications and Security Systems		
	MAILING ADDRESS 360 Turtle Creek Court		E-MAIL ADDRESS billing@rfi.com
	CITY, STATE, ZIP CODE San Jose CA 95125		REMIT-TO ADDRESS same
	CITY, STATE, ZIP CODE San Jose CA 95125		REMIT-TO CITY, STATE, ZIP CODE Same
<b>4</b>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <u>77-0062511</u>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
VENDOR ENTITY TYPE	CHECK ONE BOX ONLY  <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> C CORPORATION <input checked="" type="checkbox"/> S CORPORATION		
	CORPORATION <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS		
	ENTER SOCIAL SECURITY NUMBER (SSN): _____		
VENDOR RESIDENCY STATUS FOR TAX PURPOSES	<input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or have a permanent place of business in CA. <input type="checkbox"/> California Nonresident (see reverse side) - Payments to CA nonresidents may be subject to state taxes.  <input type="checkbox"/> Waiver of state tax withholding from California Franchise Tax Board attached. <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California.		
<b>6</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County.		
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) Michelle Brooks		Title CFO
	Signature 	Date April 26, 2012	Telephone 408-298-5400