



Monterey County Board of Supervisors

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Board Order

A motion was made by Director Chris Lopez, seconded by Director Wendy Root Askew to:

Agreement No.: A-15556 ; Amendment No.: 1

Acting as the Board of Directors of the East Garrison Community Services District:

- a. Approve Amendment No. 1 to Standard Agreement No. A-15556, by and between the East Garrison Community Services District and Al Fresco Landscape Management, Inc. to continue to provide stormwater and flood control maintenance services for the District, under Request for Proposal #10796, to increase the not to exceed amount by \$300,000 for a total amount not to exceed \$870,000 with no extension to the term October 6, 2021 to October 5, 2026; and
- b. Authorize the Chair, or designee to execute Amendment No. 1 to Standard Agreement No. A-15556, and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 8th day of October 2024, by roll call vote:

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 8, 2024.

Dated: October 9, 2024
File ID: EGCSA 24-002
Agenda Item No.: 1

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

Vicente Ramirez, Deputy

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
AL FRESCO LANDSCAPE MANAGEMENT, INC.**

THIS AMENDMENT NO. 1 to Standard Agreement No. A-15556 between the East Garrison Community Services District, a dependent special district in the County of Monterey (hereinafter, “EGCSD”) and Al Fresco Landscape Management, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the EGCSD and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement No. A-15556 with EGCSD on October 5, 2021 (hereinafter, “Agreement”) to provide stormwater and flood control maintenance services for the EGCSD under Request for Proposals (RFP) #10797 (hereinafter “Services”) from October 6, 2021 through October 5, 2026, for an amount not to exceed \$570,000; and

WHEREAS, the Parties wish to amend the Agreement to increase the amount by \$300,000 for a total not to exceed amount of \$870,000, with no changes to the term of the agreement to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Delete Section 2.0 and replace it with the following:

EGCSD shall pay 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 EGCSD to CONTRACTOR under this Agreement shall not exceed the sum of \$870,000.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

EGCSD

Signed by:
By: Glen Church
1A40B861159E3A1...
Chair, Monterey County Board of Supervisors Acting as the Board of Directors of the EGCSD

Date: 10/17/2024 | 2:37 PM PDT

Approved as to Form
Office of the County Counsel
Susan K Blitch, County Counsel

Signed by:
By: Michael Whilden
0F98C5BE9B6F476...
Michael J. Whilden
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: Jennifer Forsyth
4E7E667875454AE...
Auditor/Controller
Auditor-Controller Analyst II

Its: _____
(Print Name and Title)
Date: 9/17/2024 | 10:16 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, County Counsel

By: _____
David Bolton
Risk Manager

Date: _____

CONTRACTOR*

Al Fresco Landscape Management, Inc.
Contractor's Business Name

DocuSigned by:
By: Lucille Del Carlo
97988F87E57749E...

Its: Lucille Del Carlo, President
(Print Name and Title)

Date: 9/16/2024 | 12:19 PM PDT

DocuSigned by:
By: Lucille Del Carlo
97988F87E57749E...

Its: Lucille Del Carlo, Secretary
(Print Name and Title)

Date: 9/16/2024 | 12:19 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS
AMENDATORY ENDORSEMENT**

Policy Number: 1000198656241

Effective Date: 08/01/2024

Named Insured: Al Fresco Landscape Management

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by your use of a covered “auto”. However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS
AMENDATORY ENDORSEMENT**

Policy Number: 1000198656241

Effective Date: 08/01/2024

Named Insured: Al Fresco Landscape Management

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c., is amended by the addition of the following:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required by Written Contract	Where Required by Written Contract

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

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

However:

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

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

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

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

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



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 1000025789241

Effective Date: August 1, 2024 at 12:01 A.M.

Named Insured: Al Fresco Landscape Management, Inc.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition **4. Other Insurance** is amended as follows:

1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel