

**AMENDMENT NO. 3  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
A & B FIRE PROTECTION AND SAFETY, INC.**

**THIS AMENDMENT NO. 3** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and A & B Fire Protection and Safety, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Standard Agreement with County on December 17, 2014 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities (hereinafter, "services") through December 1, 2015 for an amount not to exceed \$37,325; and

**WHEREAS**, Agreement was amended by the Parties on December 8, 2015 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through December 1, 2016 and to increase the Agreement's amount by \$50,000 which resulted in a total not to exceed amount of \$87,325; and

**WHEREAS**, Agreement was amended by the Parties on November 1, 2016 (hereinafter, "Amendment No. 2") to extend the term for three (3) additional months through March 1, 2017 with no associated dollar amount increase; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, additional time and funding are necessary; and

**WHEREAS**, the Parties agree that Exhibit A – Scope of Services/Payment Provisions of Agreement is not intended to provide a complete list of County facilities at which the CONTRACTOR provides services; and

**WHEREAS**, the County has identified three (3) additional facilities that need annual inspections and testing of fire sprinkler suppression systems at 1441, 1488 and 1494 Schilling Place; and

**WHEREAS**, the Parties agree that services will be provided at all three (3) County Schilling Place facilities as well as other County facilities as needed; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) year to March 1, 2018 and to increase the amount of the Agreement by \$92,675 for a total not to exceed amount of \$180,000 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

Amendment No. 3 to Standard Agreement  
A & B Fire Protection and Safety, Inc.  
Fire Sprinkler Suppression Systems  
RMA – Public Works - Facilities  
Term: December 1, 2014 – March 1, 2018  
Not to Exceed: \$180,000

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

1. Amend the second sentence of Section 2.01 under Paragraph 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 180,000.

2. Amend the first sentence of Section 3.01 under Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from December 1, 2014 to March 1, 2018, unless sooner terminated pursuant to the terms of this Agreement.

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

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A & B Fire Protection and Safety, Inc.  
Fire Sprinkler Suppression Systems  
RMA – Public Works - Facilities  
Term: December 1, 2014 – March 1, 2018  
Not to Exceed: \$180,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_  
Mary Grace Perry,  
Deputy County Counsel

Date: 11-22-16

**Approved as to Fiscal Provisions**

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

Date: 11/22/16

**Approved as to Indemnity and Insurance Provisions**

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

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

\*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.

A & B Fire Protection and Safety, Inc.

Contractor's Business Name

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

Its: Kevin DeBelle V.P.  
(Print Name and Title)

Date: 11/15/16

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

Its: Todd Flory, President,  
(Print Name and Title) Treasurer

Date: 11/15/16

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