

ORIGINAL

COUNTY OF MONTEREY

AMENDMENT # 2 to Agreement PSA #1048

First Alarm

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and First Alarm, (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for provision of DMP Access System monitoring and maintenance, between the parties executed on September 8, 2015 and amended on April 25, 2017 (hereinafter, "Original Agreement ") by **adding \$33,640, effective March 31, 2018, and extending the term through June 30, 2019 to continue maintenance and monitoring of the Badge Access/ Security System, increasing the total contract amount to \$177,185.** Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAA** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide maintenance and monitoring of the Badge/Access Security System for the Monterey County Department of Social Services.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, 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 **\$177,185.00.**

3. Section 3.0 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:

3.01 The term of this Agreement is from July 1, 2015 to **June 30, 2019**, 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. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AAA	Scope of Services/Payment Provisions
Exhibit BBB	Rates & Budget

5. Exhibits AA and BB of the Original Agreement are rescinded, and replaced by **Exhibits AAA and BBB**, attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

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Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
Elliott Robinson, DSS Director

Date: _____

First Alarm:

By: _____
(Chair, President, Vice-President)

Gary Kallman, President
(Print Name & Title)

Date: 2-21-18

Approved as to Form:

AB
Deputy County Counsel

Date: Feb 28, 2018

By: Audrey Pierson
(Secretary, CFO, Treasurer)

Audrey Pierson, VP
(Print Name and Title)

Date: 2-21-18

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 2-28-18

SCOPE OF WORK

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and
FIRST ALARM**

July 1, 2015 – June 30, 2019

I. CONTACT INFORMATION

Contractor: **Vince Cardinale, Senior Account Representative**
1 Lower Ragsdale
Monterey, Ca 93940
(831) 649-1111
Fax: (831) 899-7510

County Contact # 1: **Kim Petty**
Administrative Operations Manager
1000 South Main Street, Suite 304
Salinas, CA 93901
(831) 755-4492
Fax: (831) 755-8476
e-mail: pettyk@co.monterey.ca.us

County Contact # 2: **Sylvia Solis**
Administrative Services Officer
1000 South Main Street, Suite 304
Salinas, CA 93901
(831) 755-4483
Fax: (831) 755-8476
e-mail: solisS@co.monterey.ca.us

II. SCOPE OF WORK

CONTRACTOR shall perform maintenance and monitoring of the Badge Access/Security System at, but not limited to, the following locations:

Location #1 - 1000 S Main, Salinas, CA
Location #2 - 713 La Guardia, Salinas, CA
Location #3 - 730 La Guardia, Salinas, CA
Location #4 – 1281 Broadway, Seaside, CA
Location #5 – 1760 Fremont, Seaside, CA – **Building vacated and service discontinued as of 4/1/18**
Location #6 – 116/118 Broadway, King City, CA
Location #7 - 200 Broadway, King City, CA

SYSTEM MAINTENANCE and MONITORING

CONTRACTOR shall maintain and monitor the Security System 24 hours a day, seven (7) days a week, provide continuous, real-time monitoring of the "health status" of each access control system, and respond to any outages or malfunctions that may arise. System maintenance and monitoring services include the following:

24 Hour Monitoring

If a monitoring center operator receives an alarm, CONTRACTOR will attempt to call the 1st person on the clients pre-determined emergency call list. If CONTRACTOR is not able to get in contact with the 1st person on the client's emergency call list, CONTRACTOR will attempt to call a 2nd and/or 3rd person on the list. If none of the 3 contacts can be reached, CONTRACTOR will contact the police. CONTRACTOR operates a UL and FM certified central station at its corporate headquarters in Aptos, CA. As a 5-Diamond call center, CONTRACTOR staffs only trained and certified central station operators. CONTRACTOR monitors the burglary/security systems when the alarm is turned on at the keypad. The monitoring should be capable of receiving trouble signals as well as alarm signals, and must be capable of providing zone identification specifics.

24 Hour Test Report

This option ensures that the system's communication link is operating properly. A "test" signal will be sent to the monitoring center every 24 hours. If the signal is not received the monitoring center will contact the proper person on the call list.

Gold Shield Service Agreement

Gold Shield Service Agreement is an equipment warranty through the life of the contract providing service support 24/7, 365 days a year. CONTRACTOR will conduct an annual preventative maintenance visit/inspection. If the equipment causes a false alarm, CONTRACTOR shall pay the fine. Gold service also includes any required software upgrades.

Burglary Alarm System

The Burglary Alarm System is an electronic alarm designed to alert COUNTY to a specific danger. Sensors are connected to a control unit via low-voltage wiring which is used to interact with a response device. The security systems installed will include perimeter door contacts, motion detectors and glass break detectors to satisfy the requirements set by COUNTY.

Access System

The Access System shall be configured with the security/burglary system. COUNTY will manage the security system on-line. The access system will enable COUNTY to arm and disarm their system if required; lock or unlock access-control doors; add or delete system users or change their access rights; change schedules and holiday dates; and run reports for analysis and evaluation.

Minor Equipment and Supplies

CONTRACTOR shall submit quotes to COUNTY for approval for installation of any minor equipment and supplies such as readers, keypads, doorknobs, panels, batteries, but not limited to other equipment/supplies that may be required to maintain the security systems listed under Section II of this agreement in accordance with **Exhibit BBB**.

III. SECURITY EXPANSION

CONTRACTOR shall submit quotes to COUNTY for approval necessary installation of additional equipment, maintenance, supplies, and Gold Shield support if current space expands at the existing locations listed under Section II of this agreement. Installation of the additional equipment would be added to the existing security system in accordance with **Exhibit BBB**.

IV. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR according to the provisions set forth in Section 6, PAYMENT CONDITIONS, of this agreement.

CONTRACTOR shall invoice on a quarterly basis on the first (1st) day of the beginning of the quarter, in accordance with the rates listed in **Exhibit BBB**. COUNTY shall pay in advance with invoice due by the first (1st) day of the second month of each quarter. Quarters are based on July – September, October – December, January – March, and April – June. Monitoring and Gold Shield costs shall not exceed:

July 1, 2015 – June 30, 2016	\$26,437.86
July 1, 2016 – June 30, 2017	\$29,926.56
July 1, 2017 – March 31, 2018	\$22,579.92
March 31, 2018 – June 30, 2018	\$6,727.96
July 1, 2018 – June 30, 2019	\$26,911.82

CONTRACTOR shall invoice on a monthly basis by the 10th of the following month for minor equipment, maintenance and installation costs in accordance with **Exhibit BBB**. The maximum amount for minor equipment, maintenance and installation costs shall not exceed sixty-four thousand six hundred dollars and sixty-six cents (\$64,600.66).

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement, per **Exhibit BBB**, shall not exceed **one hundred seventy-seven thousand one hundred eighty-five dollars (\$177,185)**.

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EXHIBIT B08

EXHIBIT B88
COUNTY OF MONTEREY - SOCIAL SERVICES

First Alarm – FY 2015/2019 RATES & BUDGET

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