

AMENDMENT #2 TO AGREEMENT A-13312

AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT A-13312 BETWEEN

COUNTY OF MONTEREY & HONEYWELL INTERNATIONAL, INCORPORATED

THIS AMENDMENT is made to AGREEMENT A-13312 for preventative maintenance services and on call emergency services by and between **HONEYWELL INTERNATIONAL, INCORPORATED**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into AGREEMENT A-13312 on October 3rd, 2016, retroactive to 07/01/2016 and subsequently amended the AGREEMENT with Amendment #1 on February 23rd, 2017; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the emergency repair service allocation portion of the contract, and to increase the total amount of the AGREEMENT due to the need to increase this allocation.

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

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$143,000*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$173,000.*"
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on October 3rd, 2016, retroactive to 07/01/2016.

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Honeywell International, Incorporated, Agreement A-13312

Amount: \$173,000.00

Term: 07/01/2016 (retroactive) to 06/30/2018

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

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

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

Printed Name and Title

Dated: _____

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

Printed Name and Title

Dated: _____

*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.

Honeywell International, Incorporated, Agreement A-13312

Amount: \$173,000.00

Term: 07/01/2016 (retroactive) to 06/30/2018