

AGREEMENT

THIS EMERGENCY CONTRACT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter collectively called "COUNTY", and Johnson Engineered Systems, Inc. DBA Johnson Electronics Systems, Inc., hereinafter called "CONTRACTOR." This agreement is of no force or effect until signed by both CONTRACTOR and COUNTY.

The COUNTY and the CONTRACTOR hereby agree as follows:

1. SCOPE OF WORK. The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike manner as mutually agreed upon by both parties. CONTRACTOR certifies that it has the expertise, capabilities, and license(s) necessary to determine and provide the services requested.

2. TIME FOR START AND COMPLETION. CONTRACTOR shall commence the work as directed by County staff. CONTRACTOR has been retained to perform work on an emergency basis for the County associated with the Covid-19 pandemic. Time is of the essence in each and all of the provisions of this CONTRACT.

3. CONTRACT PRICE. The COUNTY shall pay the CONTRACTOR as full consideration for the performance of this CONTRACT at the mutually agreed upon price established prior to services rendered. The parties acknowledge this CONTRACT may cover more than one project, however, the total sum paid for all emergency work performed under this CONTRACT shall not exceed sixty five thousand dollars (\$65,000.00) total across all projects.

4. WORKER'S COMPENSATION. CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with such provisions before commencing the performance of the work of this contract.

5. PREVAILING WAGES. CONTRACTOR and all subcontractors performing work under this contract shall pay wages to their workers employed on such work at not less than the general prevailing rate of per diem wages for such work, as required by Labor Code Sec. 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Sec. 1775.

6. DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

7. LICENSE. CONTRACTOR certifies that it possesses and will maintain a valid license as issued by the California State Contractor's License Board, during the entire term of this AGREEMENT. CONTRACTOR is licensed to perform the work in accordance with the provisions of the Contractors' State Licensing Law, Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

8. 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.

9. CONFLICT OF INTEREST. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this CONTRACT, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this CONTRACT.

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

10. No Assignment. Neither party to the contract shall assign the contract without the written consent of the other, nor shall the CONTRACTOR assign any monies due or to become due to him hereunder, without the previous written consent of the COUNTY. Contractor will be performing all work under this contract, unless otherwise specified in writing and approved by the County.

This agreement is entered into to perform emergency work as defined by Public Contract code section 1102 and Monterey County Code section 2.32.040.

COUNTY OF MONTEREY
ON BEHALF OF NATIVIDAD MEDICAL

By:  _____

Name: Gary R. Gray

Title: Chief Executive Officer

Date: March 1, 2020

Approved and Confirmed by

CONTRACTS/PURCHASING

By:  _____

Name: Kristen Aldrich

Title: Hospital Contracts Manager

Date: March 1, 2020

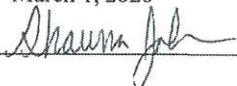
CONTRACTOR:
JOHNSON ELECTRONICS

By:  _____

Name: Bryan Johnson

Title: President

Date: March 1, 2020

By:  _____

Name: Shawna Johnson

Title: CFO

Date: March 1, 2020

COMPANY ADDRESS:

78A MALARIN ST.

SALINAS, CA 93901

Contractor's License Type: C-7, C-10

License Number: 850025

License Expiration Date: 11-30-2020

INSTRUCTIONS: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD/P O BOX 26000/ SACRAMENTO CA 95826