

**AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN AUTOMATIC DOOR SYSTEMS, INC. AND
THE COUNTY OF MONTEREY ("COUNTY"), FOR THE PROVISION OF SERVICES AT
NATIVIDAD MEDICAL CENTER, A COUNTY-OWNED AND OPERATED ACUTE CARE
FACILITY
FOR
MAINTENANCE AND REPAIR SERVICES FOR ALL AUTOMATIC DOORS**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on September 27, 2021, is entered into by and between the County of Monterey ("County"), for the provision of services at Natividad Medical Center, a County-owned and operated acute care facility, and Automatic Door Systems, Inc. ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed with Automatic Door Systems, Inc. for maintenance and repair services for all automatic doors at NMC with a term January 1, 2020 through December 31, 2022 and a total Agreement amount not to exceed \$175,000; and

WHEREAS, the parties amended the Agreement via Amendment No. 1 to replace the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with no change to the Agreement amount or term of Agreement January 1, 2020 through December 31, 2022; and

WHEREAS, the parties currently wish to amend the Agreement via Amendment No. 2 to extend the term for an additional twelve (12) month period for a revised agreement term of January 1, 2020 through December 31, 2023, with a \$17,500 increase for a total Agreement amount of \$192,500.

AGREEMENT


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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and Amendment No. 1, incorporated herein by this reference, except as specifically set forth below.

1. Section 2 titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$192,500."
2. Section 4 titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 1, 2020 through December 31, 2023 unless sooner terminated pursuant to the terms of this Agreement."
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No.2 on the basis set forth in this document and have executed this Amendment No.2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: 
Charles R. Harris, CEO

Date: 12/6/22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 11/14/2022


APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: Auditor-Controller Analyst II, 11/15/2022


CONTRACTOR

Automatic Door Systems, Inc.
CONTRACTOR's Business Name
See instructions below

By: 
(Signature of: Chair, President, or Vice-President)

Thomas Rocchini PRES
Name and Title

Date: 11/14/22

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

Stephanie Astelli CFO
Name and Title

Date: 11-10-22

*****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 (two signatures required).

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 (two signatures required).

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 (one-signature required).