

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HONEYWELL INTERNATIONAL, INC.**

THIS AMENDMENT NO. 4 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Honeywell International, 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 Professional Services Agreement with County on November 18, 2014 (hereinafter, "Agreement") to provide on-call repair and maintenance services to heating, ventilation, air conditioning, and refrigeration (HVACR) systems for various County facilities (hereinafter "services") through October 31, 2015 for an amount not to exceed \$20,000; and

WHEREAS, Agreement was amended by the Parties on July 2, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to replace Exhibit A – Scope of Services/Payment Provisions of the Agreement with Exhibit A-1 and to increase the Agreement's not to exceed amount by \$10,000 which resulted in a not to exceed amount of \$30,000 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on September 17, 2015 (hereinafter, "Amendment No. 2") to extend the term for eight (8) additional months through June 30, 2016 and to increase the Agreement's not to exceed amount by \$35,000 which resulted in a not to exceed amount of \$65,000; and

WHEREAS, Agreement was amended by the Parties on June 17, 2016 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Scope of Services/Payment Provisions) to replace Exhibit A-1 – Scope of Services/Payment Provisions with Exhibit A-2, to increase the Agreement's not to exceed amount by \$35,000 which resulted in a not to exceed amount of \$100,000, and to extend the term for one (1) additional year through June 30, 2017; and

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

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for twenty-eight (28) additional months to October 31, 2019 and to increase the Agreement's not to exceed amount by \$180,000 for a total not to exceed amount of \$280,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4.

Amendment No. 4 to Professional Services Agreement
Honeywell International, Inc.
On-Call Services for HVACR
RMA – Public Works – Facilities
Term: November 1, 2014 – October 31, 2019
Not to Exceed: \$280,000.00

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

1. Amend the second sentence of Paragraph 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$280,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from November 1, 2014 to October 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.

3. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #MYA 3000*1475, project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

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

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 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

Honeywell International, Inc.
Contractor's Business Name

Date: _____

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

Its: Andres Caballero VP/GM
(Print Name and Title)

Date: 10.31.16

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

By: _____
Mary Grace Perry
Deputy County Counsel

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

Its: Samuel Rosenstein, Asst. Secretary
(Print Name and Title)

Date: 11.3.16

Date: 10.31.16

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 11.4.16

Approved as to Indemnity and Insurance Provisions

**APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE**
Risk Management

By: Dydia Schumaker
Date: 11-4-16

*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.

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