

Attachment A

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**AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
NETRONIX INTEGRATION, INC.**

THIS AMENDMENT NO. 3 to Standard Agreement No. A-13727 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Netronix Integration, 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 Standard Agreement No. A-13727 with County on November 25, 2015 (hereinafter, "Agreement") to provide annual security maintenance and system software support for the access control systems and CCTV systems, including on-call service and repairs, for the systems at 168 West Alisal Street and 1488 Schilling Place in Salinas (hereinafter, "services") through September 30, 2016 for an amount not to exceed \$45,000.00; and

WHEREAS, Agreement was amended by the Parties on September 12, 2016 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for one (1) additional year to September 30, 2017 and to increase the amount by \$52,730.00 which resulted in a total not to exceed amount of \$97,730.00; and

WHEREAS, Agreement was amended by the Parties on September 29, 2017 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for three (3) additional years to September 30, 2020 and to increase the amount by \$122,235.00 which resulted in a total not to exceed amount of \$219,965.00; and

WHEREAS, due to unanticipated on call service and repairs needed for the aging systems, the County has experienced an increase in on call service and repairs; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide on call service and repairs as required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$40,000 for a total not to exceed \$259,965 with no associated term extension to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend the second sentence of Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$259,965.05.

2. Amend the total amount of "ITEM B: On Call Service & Repairs" in paragraph B.1, Compensation/Payment, of section B, Payment Provisions, of Exhibit A-2 – Scope of Services/Payment Provisions, to read as follows:

ITEM B: On Call Service & Repairs \$55,000.00

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 3 and the previous amendment shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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

Netronix Integration, Inc.
Contractor's Business Name

Date: _____

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Craig Jarrett President
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 7/8/2019

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

Date: _____

Its: Steve Picchota, CFO
(Print Name and Title)

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 7/8/19

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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

Netronix Integration, Inc.
Contractor's Business Name

Date: _____

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

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Craig Jarrett President
(Print Name and Title)

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: 7/8/2019

Date: 7-10-19

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

Approved as to Fiscal Provisions

Its: Steve Piechota, CFO
(Print Name and Title)

By: _____
Auditor/Controller

Date: 7/8/19

Date: 7-11-19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Name: _____
Title: _____
Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.