

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN HONEYWELL INTERNATIONAL, INC. AND
COUNTY OF MONTEREY, ACTING THROUGH ITS INFORMATION TECHNOLOGY
DEPARTMENT,
FOR
MAINTENANCE OF HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2016 is entered into by and between the County of Monterey, acting through its Information Technology Department (hereinafter "COUNTY"), and Honeywell International, Inc. (hereinafter "CONTRACTOR"); (collectively, the County and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement states that CONTRACTOR is to provide maintenance of the heating, ventilation, and air conditioning (HVAC) system at the County of Monterey's Information Technology Department for the term of July 1, 2016 through June 30, 2018, in a total amount not to exceed \$107,568; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement, with prior approval from the Monterey County Board of Supervisors, to extend the agreement by one (1) year for a revised agreement term of July 1, 2016 through June 30, 2019 and add an additional \$45,973.20 for a revised agreement total of \$153,541.20.

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

1. Paragraph 2, titled, "PAYMENT PROVISIONS" shall be amended as follows:
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set for in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$153,541.20."
2. Paragraph 3, titled, "TERM OF AGREEMENT" shall be amended as follows:
"The term of this Agreement is from July 1, 2016 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and CONTRACTOR may not commence work before County signs this Agreement."
3. Section IV, "Schedule of Rates for Maintenance" in Exhibit A, "Scope of Services/Payment Provisions" shall be deleted in its entirety. The parties agree that County will pay the sum of \$45,973.20 for all work performed during the period of July 1, 2018 through June 30, 2019, excluding only the work specified in Section II, "Scope of Services," subsection g. Payment for the services specified in Section II, "Scope of Services," subsection g shall be billed to the County at the rate of \$191.22 per hour, as needed, subject to prior approval by County.

4. Section IV, "Term of the Agreement" in Exhibit A, "Scope of Services/Payment Provisions," shall be amended as follows: ***"The term of this Agreement shall be from July 1, 2016 through June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement."***
5. Section VI, subsection c, "Payment Provisions," in Exhibit A, Scope of Services/Payment Provisions" shall be amended by adding the following line item to the table set forth therein: ***"July 1, 2018 through June 30, 2019, Recurring Quarterly Maintenance, \$45,973.20;"*** and changing the following line item in the table as follows: "July 1, 2016 through June 30, 2019, Reserve for Billable Labor, \$20,000.00;" and by changing the total in the table as follows: ***"Total: \$153,541.20."***
6. Exhibit B to the Agreement, titled, "List of Covered Equipment" shall be deleted and the following table substituted, as follows:

Quantity	Description	Model Number	Location
AC-1	A/C Units	Goodman CPG1202104BXXBA	Control Room
AC-2	A/C Units	Carrier 48TFF088-A-611HQ	IT Building
AC-3	A/C Units	Lennox TGA120S2BM1G	IT Building
AC-4	A/C Units	Carrier 48TFF008-A-611HQ	IT Building
AC-5	A/C Units	Comfort Air TCA018AKA1	Lunch Room
AC-6	A/C Units	Comfort Air CH5524VKD1	Data Center
AC-7	A/C Units	Trane YCD180B4LOBA	IT Building
AC-8	A/C Units	Trane YCD180B4LOBA	IT Building
AC-9	A/C Units	Bryant 581BEV060072AAA	IT Building
AC-10	A/C Units	Sanyo THS2432	Training Room
4	Package Unit	Liebert FH290A-A01	Computer Room
2	Air Cooled Condensing Units	Liebert DS077AUA100617A	IT Building
2	Fan Coil Unit	Fujitsu ASU36CLX	IT Building

"Air Filter Services":

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
All Air Filters Included				4

7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 1, and shall continue in full force and effect as set forth in the AGREEMENT;
8. A copy of this Amendment No. 1 shall be attached to the original AGREEMENT.
9. This Amendment No. 1 shall be effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY

By: 
Director of Information Technology

Date: 7/11/18

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: July 3, 2018

APPROVED AS TO FISCAL PROVISIONS

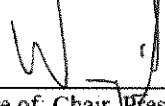
By: 
Monterey County Deputy Auditor/Controller

Date: 7-5-18

CONTRACTOR

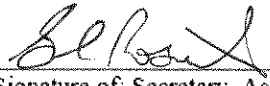
CONTRACTOR's Business Name

See instructions below

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

WAYNE KENT, VP AMERKAS HBS
Name and Title

Date: JUNE 27, 2018

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

Samuel Rosenstein, Ass't Secretary
Name and Title

Date: June 27, 2018

*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 Amendment.