

**AMENDMENT NO. 4
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**

Amendment No. 4 is made to AGREEMENT No. A-13272, for maintenance of the heating, ventilation, and air conditioning (HVAC) system at the County of Monterey's Information Technology services, by and between Honeywell International, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

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 amended the Agreement (No.1) to extend the term through June 30, 2019 and increase the amount of the contract by an additional \$45,973.20 for a revised Agreement total of \$153,541.20.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement (No. 2), with prior approval from the Monterey County Board of Supervisors, to extend the agreement by a second year for a revised agreement term of July 1, 2016 through June 30, 2020 and add an additional \$58,271.88 for a revised Agreement total of \$211,813.08.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement (No. 3), to add an additional \$23,000.00 for a revised Agreement total of \$234,813.08.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement (No. 4), with prior approval from the Monterey County Board of Supervisors, to extend the agreement by an additional year for a revised agreement term of July 1, 2016 through June 30, 2021 and add an additional \$50,685.48 for a revised Agreement total of \$285,498.56.

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 \$285,498.56."
2. Paragraph 3, titled, "TERM OF THE AGREEMENT" shall be amended as follows: ***"term of this agreement is from July 1, 2016 to June 30, 2021."***

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 4, and shall continue in full force and effect as set forth in the AGREEMENT;
4. A copy of this Amendment No. 4 shall be attached to the original AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY

DocuSigned by:
By: Eric Chatham
747D882C7BD944E5
Director of Information Technology

Date: 6/2/2020 | 1:19 PM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Katherine Hansen
16878463597F46B
Monterey County Deputy County Counsel

Date: 5/26/2020 | 6:33 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Burcu Mousa
811C333563B9474
Monterey County Deputy Auditor/Controller

Date: 6/2/2020 | 12:17 PM PDT

CONTRACTOR

Honeywell International, Inc.

CONTRACTOR's Business Name

See instructions below

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

KARL MADONBY VPGM MBS SERVICE
Name and Title

Date: MAY 26 2020

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

Samuel Rosenstein, Assistant Secretary
Name and Title

Date: May 22, 2020

*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.